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ABSTRACT

The collective bargaining agreement between the Board of Governors of State Colleges and Universities and the Board of Governors Council, University Professionals of Illinois, an affiliate of the National Education Association, for the period 1985-1988 is presented. Items covered in the agreement and amendments include: unit recognition, nondiscrimination, appointment, leave without salary, assignment of duties, personnel files, evaluation and evaluation criteria, retention, promotion, tenure, transfer, program reorganization, termination, staff reduction procedures, academic program elimination review committee, grievance procedure, union rights, facilities and equipment, dues checkoff, management rights, no strike/lockout clause, compensable fringe benefits, assignment of duties for academic support professionals, modification of annual work plans, scheduling, overload, change in academic calendar and period of appointment at Chicago State University, basic salary increase, promotion increase, increase with completion of degree, minimum salaries, faculty excellence awards, academic support professional merit increases, summer session salaries, grant/contract salaries, tenured faculty service salary increase, and transfer and reassignment salary adjustments. (SW)

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PREAMBLE

It is the intent of the Board and the Union to promote the quality and effectiveness of education in the Board of Governors System and to promote high standards of academic excellence in all phases of instruction, research, and service. The Board and Union recognize that mutual benefits are to be derived from improvement in the Board of Governors System, and that participation of employees in the formulation of policies under which they provide their services is educationally sound. The Board and Union further recognize that an effective and harmonious working relationship will facilitate achievement of common objectives and will provide an environment conducive to the delivery of high quality public education.

This Preamble is a statement of intent and is not subject to Article 17, Grievance Procedure.

DEFINITIONS

Performance by Designee Any action or responsibility assigned to an official or representative of the Board, a University, or the Union may be performed by a designee of such official or representative.

Titles or Headings or Placement Any titles or headings are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

Whenever Used in This Agreement

1. **Academic Support Professional** shall mean an employee described in Section II of Appendix B.

2. **Academic Term** shall mean a semester or trimester, as appropriate to the University.

3. **Adequate Cause** shall mean one or more acts or omissions which, singly or in the aggregate, have directly and substantially affected or impaired an employee's performance or fulfillment of her/his professional duties.

4. **Appropriate University Vice President** shall mean a University Vice President responsible for coordination and supervision of the University program or organizational unit in which an employee is primarily assigned.

5. **Board** shall mean the Board of Governors of State Colleges and Universities created by "an Act to provide for the management, operation, control, and maintenance of the State Colleges and Universities System", the governing board for Chicago State University, Eastern Illinois University, Governors State University, Northeastern Illinois University, Western Illinois University, and any other colleges and universities designated by law as State Colleges and Universities. To the extent permitted by law, the term "Board" shall also refer to any successor agency of the Board of Governors of State Colleges and Universities.

6. **Chapter President** shall mean the President of a particular University subdivision of the Union.

7. **Days** shall mean calendar days unless otherwise specified.

8. **Department** shall mean the University department, division, unit or other organizational entity in which an employee is primarily employed.

9. **Department Head** shall mean the person immediately responsible for management of the University department, division, unit, or other organizational entity in which an employee is primarily employed.

10. **Educational Contract** shall mean a contract through which a University provides a conference, course, or other Continuing Education offering at the request of, and in coordination with, a governmental unit, community organization, or private business.

11. **Employee** shall mean a member of the bargaining units described in Appendices A and B.

12. **Member of the Immediate Family** shall mean the employee's husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, or child.

13. **Professional Degree** shall mean a law degree (J.D. or L.L.B.), doctor of medicine (M.D.), or doctor of veterinary medicine (D.V.M.).

14. **Reassignment** shall mean the assignment of duties to an employee outside of the designated department/unit in which that employee's appointment is formally located.

15. **Relative** shall mean the employee's grandmother, grandfather, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, first cousin, or grandchild.

16. **Resource Professionals** shall mean librarians, counselors, and learning service staff.

17. **State Universities Retirement System** shall mean the retirement system established by "An Act to Provide for the creation, maintenance, and administration of a Retirement System for the benefit of the staff members of the State Universities and certain affiliated organizations, certain other State educational and scientific agencies and the survivors, dependents, and other beneficiaries of such employees" approved on July 21, 1941, as amended.

18. **Summer Session** shall mean any period other than the established academic terms during which scheduled instructional activities are offered, including the Northeastern Illinois University extra two months.

19. **Teaching Professionals** shall mean teaching faculty.

20. **Terminal Degree** shall mean a doctoral degree, MFA degree, or the MLS degree with an additional master's degree. A degree in fine arts or library science from an accredited graduate school which is recognized by the granting institution and the major professional association in a relevant field or discipline as the academic equivalent of an MFA degree or MLS degree will be treated as the equivalent.

21. **Transfer** shall mean a change in the designated department/unit within the same bargaining unit in which the employee's appointment is formally located.

22. **Union** shall mean the University Professionals of Illinois, BOG Council, Local #4100, an affiliate of the AFT, IFT, and AFL-CIO.

23. **Union President** shall mean the President of Local #4100.

24. **University** shall mean one of the institutions under the jurisdiction of the Board.

25. **Universities** shall mean all of the institutions under the jurisdiction of the Board.

26. **University President** shall mean the chief academic and administrative officer of a University.

ARTICLE 1

RECOGNITION

1.1. a. Pursuant to the November 3, 1976 certification of the Illinois Office of Collective Bargaining, a copy of which is attached hereto as Appendix A, the Board recognizes the Union as the exclusive bargaining agent for academic employees in the bargaining unit described in the certification.

b. Pursuant to the April 3, 1985 certification of the Illinois Educational Labor Relations Board, a copy of which is attached hereto as Appendix B, the Board recognizes the Union as the exclusive bargaining agent for academic employees and academic support employees in the bargaining unit described in the certification.

1.2. During the term of this Agreement, no employee in the bargaining units as described in Appendices A and B shall be reassigned to employment in a position outside of the bargaining unit without her/his consent.

1.3. When a University creates a new academic employee classification, the Board will notify the Union of the title of the classification and the duties of the classification. At the request of the Union President, the Board's Chancellor will schedule a meeting(s) to discuss whether the classification should be included in a bargaining unit. If necessary, final determination of the appropriate placement of the classification will be made according to the procedures of the Illinois Educational Labor Relations Board.

1.4. The Board will provide the Union with a report within twenty working days after the beginning of each academic term on changes in status of positions in the bargaining unit described in Appendix B, including vacancies, new hires, leave status, transfers, and reassignments.

1.5. Nothing contained in this Agreement shall be construed to prevent the Board or any University, or their members, officials, agents, or representatives from meeting with any individual or organization to hear views on any matter. The specific and express terms of this Agreement shall not be changed as a result of any such meeting except by mutual agreement of the Board and the Union.

1.6. **Temporary Faculty Appointments**

a. Faculty appointments may be made on a temporary basis for the purposes of leave replacement; replacement of an employee assigned to work on a grant, contract, or non-instructional assignment; inability to recruit a qualified candidate for a bargaining unit position; staffing of experimental programs; significant shifts in enrollment; or when a pool of candidates for a position is insufficient to meet affirmative action guidelines.

b. (1) Full-time temporary faculty appointments will be limited to a period not to exceed two consecutive academic years. This limitation may be waived by mutual agreement between the appropriate University Vice President and the Union Chapter President.

(2) A temporary faculty member who has been employed by the University for two consecutive years will not be denied additional full-time or part-time temporary appointments on the basis of her/his years of service, if the two-year limitation on the appointment she/he has held has been waived by mutual agreement of the appropriate University Vice President and the Union Chapter President or if a temporary appointment in another faculty position is available.

(3) Full-time temporary appointments shall be made in accordance with the provisions of Article 4, Appointment.

c. Within twenty working days after the beginning of each academic term, the appropriate University Vice President shall notify the Union Chapter President of the temporary faculty appointments in existence that term and the reason for each.

ARTICLE 2

CONSULTATION

Meetings between the Board's Chancellor and the Union President shall be held once each month or as the parties agree for the purpose of discussing matters pertinent to the administration of this Agreement or any other mutually agreeable matters. Each party may invite such other persons as they feel necessary to such meetings and shall inform the other party of such persons so invited. The meetings shall be held on a mutually agreeable date in a mutually agreeable location. Such meetings shall not constitute or be used for the purposes of negotiation or discussion of grievances. A scheduled meeting may be cancelled by agreement of both parties.

ARTICLE 3

NONDISCRIMINATION

In accordance with applicable Federal and Illinois State law, neither the Board nor the Union shall discriminate against any employee on the basis of that employee's race, color, religion, sex, age, national origin, physical handicap, membership or nonmembership in the Union, political affiliation, or marital status.

ARTICLE 4

APPOINTMENT

4.1. Employment Status Statement

a. Each employee shall receive an individual employment contract or appointment letter upon initial appointment. The initial contract or appointment letter shall specify the period of appointment including the beginning date and the ending date, if applicable; the type of appointment (e.g. probationary, tenured, temporary, administrative and professional); the rank or title of the individual; the evaluating department for a tenure-track employee; the probationary year for a tenure-track employee; and the salary.

b. Subsequent to the initial individual employment contract or appointment letter, all employees not on temporary appointments shall receive an annual individual Employment Status Statement. The Employment Status Statement shall be sent to each employee within thirty calendar days after the beginning of a University's academic year or ratification of any successor Amendment, whichever is later. The Employment Status Statement shall indicate:

1. the basic monthly salary of the employee for the academic year, including the salary increase components;

2. the employee's status (e.g. probationary, including probationary year; tenured; terminal; administrative and professional);

3. the employee's rank, if applicable;

4. that the employee's appointment is subject to the availability of funds, to the laws of the State of Illinois, and the Policies and Regulations of the Board of Governors and the University, including the terms of any applicable collective bargaining agreement.

Any modifications in the employee's salary will be reflected in a revised statement which will be issued as soon as possible.

At least once each year the University shall notify each employee of (1) the number of days of sick leave the employee has accrued, classified as pre- and post-January 1, 1984, days; and (2) if applicable, the number of days of annual leave the employee has accrued.

4.2 Temporary Faculty Appointments

The appointment of a temporary teaching professional or a temporary resource professional shall be contingent upon program need and shall be compensated at a rate specified in Article 26.

a. Faculty positions may be filled by employees on temporary appointments for the purposes of leave replacement; replacement of an employee assigned to work on a grant, contract, or noninstructional assignment; inability to recruit a qualified candidate for a tenure-track position; staffing of experimental programs; significant shifts in enrollment; or when a pool of candidates for a position is insufficient to meet affirmative action guidelines.

b. Each academic year, the University will seek to provide appointments to temporary faculty as follows:

   (1) at Eastern Illinois University and Western Illinois University, two semesters;

   (2) at Chicago State University, at least two semesters;

   (3) at Northeastern Illinois University, at least Fall and Winter trimesters;

   (4) at Governors State University, at least two consecutive trimesters;

   (5) this provision shall be effective Fall, 1986; and

   (6) upon request, the Union shall be provided with written reasons for any appointment that is less than the period provided above.

c. Reemployment Opportunities Roster

   (1) By February 1 of each academic year, employees holding temporary faculty appointments shall notify their department head in writing if they wish to be considered during the subsequent academic year for any available temporary faculty appointment for which they are qualified.

   (2) If an employee's address and/or phone number changes between February 1 and the beginning of the subsequent academic year, it shall be the employee's responsibility to notify the department head in writing of that change.

   (3) By February 15, the department head shall develop a listing of all employees wishing to have employment in the department in temporary faculty positions in the subsequent academic year, provided that a satisfactory evaluation conducted in accordance with Section 8.6. shall be required for an employee's name to be placed on the Roster. The Roster shall be kept by length of service.

   (4) A copy of the Roster shall be available in the department office. Additionally a copy shall be provided to any employee on the Roster upon request and to the Union Chapter President.

d. Use of the Reemployment Opportunities Roster

(1) When determining to whom to offer a temporary appointment, the department head shall give preference to employees whose names are on the Reemployment Opportunities Roster in the order in which they appear on the Roster, provided however, that program needs shall be taken into account. A department head may offer an available temporary appointment to a candidate whose name is not on the Roster if her/his decision to do so is based upon program need.

(2) With the exception of the period beginning two weeks prior to the commencement of classes, the offer shall be conveyed in writing. Although verbal offers should be made as well wherever possible, such offers shall be followed by a written verification. Employees shall have ten days from the date postmarked on the envelope containing the written offer to accept the offer.

e. When a department plans to fill a new or vacant tenure-track position, an employee holding a temporary faculty appointment shall be granted a preliminary interview, upon request, if she/he is qualified for the position.

ARTICLE 5

LEAVE WITHOUT SALARY

5.1. This article shall apply to all tenured/tenure-track employees and academic support professionals.

5.2. An employee may apply for a leave without salary twelve months after the date of her/his initial employment at the University at which the employee is employed at the time of application. This requirement may be waived by the University President upon written request of the appropriate University Vice President and the applicant.

5.3. A leave without salary is granted at the discretion of the University President. Upon request, the President will provide a written explanation within ten working days to an employee whose application for leave without salary has been denied. If an employee believes an application for a leave without salary has been arbitrarily and capriciously denied, she/he may file a grievance under Article 17, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious. The initial grant of a leave without salary may be for a period of up to twelve months. The leave may be extended upon the agreement of the University President for an additional period of up to 24 successive months, for a total not to exceed 36 months. The application for an extension of a leave without salary shall include a written explanation of the need for the extension. Applications for an extension of a leave must be submitted to the

University President by three months prior to the starting date of the requested extension. The date upon which an application for an extension is due will be specified in the letter granting the leave. This application date requirement may be waived by the University President upon written request of the appropriate University Vice President and the applicant.

5.4. An application for leave without salary must be submitted to the employee's department head at least three months prior to the starting date of the requested leave. The application must state the purpose of the leave and the time period for which the leave is requested. The reasons for which a leave without salary may be requested are: (a) personal, (b) research, (c) advanced study, (d) professional development, or (e) public service. The three-month notification requirement may be waived by the University President upon written request of the appropriate University Vice President and the applicant.

5.5. Upon return to the University from a leave without salary, an employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.

5.6. a. While on leave without salary, an employee shall retain accrued sick leave and annual leave earned prior to to the commencement of the leave without salary, but shall not earn additional sick leave or annual leave.

b. An employee on leave without salary may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

5.7. a. Time spent by an employee on a leave without salary shall not be credited for the purpose of determining eligibility for sabbatical leave.

b. Time spent by an employee on a leave without salary for personal reasons shall not be credited for the purpose of determining eligibility for tenure or promotion.

c. Time spent by an employee on a leave without salary for the purpose of research, advanced study, professional development or public service will be credited for the purpose of determining eligibility for tenure only if approved by the University President. Upon request, the President will provide a written explanation within ten working days to an employee whose request to credit the time spent on a leave without salary for the purpose of determining eligibility for tenure has been denied. If an employee believes such a request has been arbitrarily and capriciously denied, she/he may file a grievance under Article 17, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious. An employee may elect not to credit such

time for the purpose of determining eligibility for tenure. At the time of application, an employee must indicate in writing to the appropriate University Vice President whether the employee wishes time spent on a leave without salary to be credited for the purpose of determining eligibility for tenure. If an employee indicates in writing to the appropriate University Vice President before beginning leave without salary that the leave time is not to be credited for the purpose of determining eligibility for tenure, there shall be no retention evaluation of the employee during the period of the leave.

d. Time spent by an employee on leave without salary for the purpose of research, advanced study, professional development, or public service will be credited for the purpose of determining eligibility for promotion.

5.8. a. If the University President believes an employee is unable to perform assigned duties due to illness or injury, the President shall inform the employee in writing of the basis for the President's belief and may require the employee to obtain a medical examination by a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University. Refusal of an employee to submit to a medical examination may result in suspension of the employee or other disciplinary action. The doctor shall submit an opinion to the President as to whether the employee (1) has a physical or mental condition which constitutes a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact or (2) has a physical or mental condition which prevents the employee from performing the duties required by the position of employment. A copy of the doctor's opinion shall be given to the employee. At the employee's discretion and expense, a second medical opinion may be obtained for consideration by the President. If two medical opinions are obtained which are in conflict, the two doctors or the relevant professional association or society shall be requested to identify a third doctor to supply a medical opinion for consideration by the President. The expense of the third doctor's opinion shall be shared equally by the employee and the University.

b. If the medical evidence indicates that the employee (1) has a physical or mental condition which constitutes a health or other hazard to the employee, fellow employees, or others with whom the employee may come in contact or (2) has a physical or mental condition which prevents the employee from performing the duties required by the position of employment, the President shall place the employee on compulsory disability leave. The President shall notify the employee in writing of the duration of the compulsory leave period. Any earned leave credits shall be used during the compulsory leave period. That portion of the compulsory disability leave, if any, which is not covered by earned leave credits shall be without pay.

c. After expiration of one-half of the compulsory disability leave period, the employee may, upon prior notice to the University, and at the employee's expense, seek a medical opinion from a doctor acceptable to the University as to the ability of the employee to return to work. If the opinion indicates the employee is able to return to work, the employee may return to work at the beginning of the next academic term of the University.

d. If, in the opinion of a doctor chosen and paid for by the University or by a doctor chosen and paid for by the employee who is acceptable to the University, an employee is unable to return to work at the end of a compulsory disability leave, the President may (1) extend the leave without pay, (2) request the employee's resignation or (3) terminate the employee's employment.

ARTICLE 6

ASSIGNMENT OF DUTIES

6.1. a. The professional obligation of a tenured/tenure-track employee is composed of both assigned and unassigned duties and activities. An assigned duty or activity of a teaching professional or of a resource professional will be reflected on an assignment of duties form and will receive a credit unit value.

b. The professional obligation of a teaching professional or a resource professional on a temporary appointment is composed of assigned teaching/primary duties, which will be specified in the letter of appointment and will receive a credit unit value.

c. Effective July 1, 1986, the professional obligation of an academic support professional shall be described in an official job description.

6.2. a. The appropriate University Vice President shall develop the forms to be used to record officially assigned duties and the timetable for distribution of credit unit guidelines for teaching professionals and resource professionals, the development of course schedules, the development of unit rotation plans, and the official assignment of duties. The appropriate University Vice President will review the forms, timetable, and credit unit guidelines with the Union Chapter President before they are distributed to employees. A copy of the timetable shall be provided to each employee by October 15 unless otherwise agreed to by the Union President and the Board's Chancellor.

b. A tenured/tenure-track teaching or resource professional may submit a proposal for an assignment for consideration by the employee's department head. The proposal shall be written and shall be submitted by the date specified in the timetable described in Section 6.2.a. above.

c. (1) A tenured/tenure-track teaching or resource professional shall have an opportunity to discuss an assignment, including unofficial assignments reflected in preliminary course schedules, in advance of an official assignment or any modification of an official assignment except where it is impossible to do so because of leave status or illness of an employee, unexpected staff changes, or changes necessitated by enrollment. A reasonable effort will be made to provide an advance opportunity to discuss an official assignment or any modification of an official assignment to an employee who is away from campus on University business.

(2) A teaching professional or a resource professional on a temporary appointment shall be provided an opportunity to discuss any modification in the official assignment specified in her/his letter of appointment.

6.2. d. (1) A tenured/tenure-track teaching professional or resource professional shall receive her/his official written assignment of duties including any credit units to be awarded by June 1 or at the time of appointment, whichever is later.

(2) A teaching or resource professional with a temporary appointment shall be informed of her/his assigned duties, including any credit units to be awarded, in an appointment letter by June 1 or at the time of appointment, whichever is later.

(3) If applicable, a teaching professional or resource professional shall receive an official written assignment of duties for an appointment to perform duties and activities in a summer session not included in her/his period of appointment, including the credit units to be awarded, at least 30 days in advance of the assignment. Nothing shall prevent the University from continuing to offer classes for registration for which firm contracts have not been issued, provided that no more than 10 percent of the class sections in the initial summer schedule can be so offered. If these additional classes are actually held during a summer session, they will be staffed in accordance with department rotation plans, as provided in Section 6.9.

(4) The employee shall be given an opportunity to discuss any modification of the official written assignment of duties, and shall receive a written copy of the modification in assignment, including any modification in credit units, as soon as possible.

e. If, during her/his period of appointment, a significant modification occurs in a resource professional's assigned primary duties, she/he may request a modification of her/his official assignment, or in the credit units awarded for such assigned primary duties.

6.3. Definition of Assigned Obligation

a. The assigned obligation of a teaching professional shall be as follows:

Period of Appointment	Range
Two Semesters	18 to 24 credit units
Two and One-half Trimesters or Two Semesters and One Five-Week Summer Session	24 to 30 credit units
Three Trimesters	30 to 36 credit units

b. The assigned obligation of a resource professional shall be as follows:

Period of Appointment	Range
9 months	18 to 24 credit units
10 months	24 to 30 credit units
11 months	27 to 33 credit units
12 months	30 to 36 credit units

c. The obligation of a teaching professional or a resource professional may be assigned in any combination of credit units within the ranges specified. If a teaching professional or a resource professional is assigned duties for only part of a period of appointment, or if a teaching professional or a resource professional on a temporary contract is assigned duties for only part of the academic year, her/his assigned obligation shall be reduced in proportion to the period of appointment. If a teaching professional or a resource professional is employed on a part-time appointment, her/his assigned obligation shall be proportionate to the appointment.

d. Up to six credit units may be assigned to a teaching professional or a resource professional in a summer session and shall be compensated at the rate specified in Article 27, Section 27.13.

e. (1) At Governors State University, the obligation of a teaching professional on a 12-month contract shall include one month of assigned professional development.

(2) By October 15 of the academic year following the period of assigned professional development, the employee shall submit a written account of her/his activities and accomplishments as they relate to her/his approved assigned professional development program. This report shall be filed with the appropriate chairperson, Dean and Vice President.

f. The assigned obligation of a teaching professional, a resource professional, or an academic support professional may be on campus, off campus, or some combination thereof.

6.4. **Credit Units and Credit Unit Equivalencies**

a. Except as provided in Section 6.4.b. below, the credit units referred to in Section 6.3.a. above shall be computed by addition of the credit hours assigned by the University to the courses assigned to an employee. The credit units referred to in Section 6.3.b. above shall be assigned according to the procedure specified in Section 6.2., consistent with university credit unit guidelines for resource professionals.

b. (1) The appropriate University Vice President may assign or request employees to perform activities such as curriculum development, grant/contract proposal development, research/creative activities, University service, supervision, public service, or service as a department student advisor.

(2) The appropriate University Vice President may adjust the credit unit value of courses or activities in which the contact hours and credit hours are not equivalent. The appropriate University Vice President may also adjust the credit unit value of courses or activities based on the number of students or based on the location of the course or activity. Courses offered on an independent study or tutorial basis may be given a credit unit value lower than the number of credit hours, as specified in University credit unit guidelines.

(3) Credit units shall be specified by the appropriate University Vice President for activities assigned or requested or adjustments made pursuant to this section. The credit unit value shall be counted toward fulfillment of the obligation specified in Sections 6.3.a. and 6.3.b., and 6.3.d. above.

(4) The appropriate University Vice President may grant credit units for voluntary and elected University service. If such credit is granted, it shall be counted toward fulfillment of the obligation specified in Sections 6.3.a., 6.3.b., and 6.3.d. above.

(5) If an employee is assigned to work on an externally funded grant or contract, the employee may request the appropriate University Vice President to exclude such work from the employee's assigned obligation specified in Section 6.3. above. The appropriate University Vice President shall review each request for exclusion individually. If the work is not excluded, the appropriate University Vice President shall determine the value of such work in terms of credit units or time.

6.5. **Overload**

a. A teaching professional or a resource professional may be requested, or assigned if program needs exist which cannot be met through voluntary acceptance, to perform duties in excess of the top of the relevant credit unit range specified in Sections 6.3.a. and 6.3.b.

above or in excess of six credit units if she/he has an appointment to perform duties in a summer session. Excess units under this section shall be compensated at the rate specified in Article 27, Section 27.13.

b. (1) If a teaching professional or a resource professional is absent from her/his duties, another employee may be requested or assigned to perform the absent teaching professional's or resource professional's duties. Except as specified in Section 6.5.b.(2) below, the assignment shall be without compensation.

(2) If the assignment is in excess of the top of the relevant credit unit range specified in Section 6.3.a. and 6.3.b. above, or in excess of six credit units in a summer session and if the assignment exceeds two weeks within a trimester or semester or the pro rata equivalent of two weeks within any other academic term, (exclusive of periods when classes are not in session in the case of a teaching professional), the teaching professional or resource professional shall receive compensation prorated for the period of assignment as specified in Article 27, Section 27.13. beginning with the third week of the assignment.

6.6. Scheduling of Assignments

a. Assignments of scheduled activities for a resource professional shall be subject to the consideration of the effective operation of the department and shall bear a reasonable relationship to the resource professional's total assignment of primary duties.

b. A resource professional may request her/his department head to schedule the resource professional's assigned primary duties to permit participation in activities such as research/creative activity, professional development, or service. The department head's approval shall be subject to the consideration of the effective operation of the department. The department head's approval shall not be unreasonably withheld.

6.7. Assignment of Duties for Academic Support Professionals

a. The established work week for an academic support professional shall remain unchanged during the period from July 1, 1985 through June 30, 1986.

b. Effective July 1, 1986, if an academic support professional is assigned responsibilities which represent an increase beyond those responsibilities reflected on the official job description, the responsibilities on the official job description shall be reduced proportionate to the increase.

c. Overload Payment for Special Project

(1) Occasionally, with the approval of the appropriate University Vice President, a special project/assignment may be assigned to an academic support professional which requires the performance

of duties substantially in excess of those normally assigned. It must be identified as a special project and must have a specific beginning and end.

(2) An employee given a special project/assignment may be compensated by a salary stipend for the period of the special assignment. A salary stipend granted for a special assignment may not exceed thirty percent of the base salary the employee will receive during the special assignment period. An academic support professional on a special assignment may also have her/his normal work schedule adjusted by the appropriate University Vice President to reflect work on the special assignment.

d. By February 1, 1986, each academic support professional and her/his supervisor shall meet to develop the employee's official job description. This tentative description shall be submitted to the appropriate University Vice President for approval, with copies provided to the employee and the Union Chapter President. The employee shall receive an approved official job description by April 1, 1986.

e. A fact-finding committee will be established at each campus for the purpose of collecting data related to the job descriptions, assigned responsibilities, and workload patterns of the academic support professionals whose positions are described in Appendix B. On each campus, the committee shall consist of the UPI/BOG Council Executive Vice President, the BOG Assistant Vice Chancellor for Academic Employee Relations, one campus representative selected by UPI, and one campus representative selected by the BOG. The committee shall complete its task by April 1, 1986. Data gathered by the committee will be reviewed by the Board and the Union negotiating teams for the purpose of negotiating assignment of duties for academic support professionals in 1986.

6.8. **Faculty Accessibility**

Individual student interaction with faculty is recognized as essential to successful learning as well as to student retention at the University. To provide individual student access to faculty, each teaching professional, during her/his period of appointment, shall maintain a schedule of at least four office hours per calendar week spread over at least three days, or a schedule of at least five office hours per calendar week spread over at least two days. These hours shall be in addition to hours designated as "by appointment only." The office hours shall be posted, and shall be scheduled to allow reasonable access by students. If necessary, faculty are expected to be accessible to meet special student needs by appointment on days other than those days when their classes are scheduled.

6.9. **Summer Session Appointments**

a. Each academic year, the appropriate University Vice President shall, on the basis of program needs, prepare a schedule of courses or instructional activities to be offered during the summer session.

b. (1) A department's rotation plan will be used to determine which, if any, department employees will be offered departmental summer session employment.

(2) Program needs shall supersede a department's rotation plan in determining which, if any, department employees will be offered departmental summer session appointments. Except for special program needs, department employees shall be given priority in the award of summer session employment.

(3) A department rotation plan shall ensure that tenured/tenure-track employees in the department have equal access to departmental summer session employment during a summer session, except as limited by 6.9.b.(4) below.

(4) Tenured/tenure-track employees shall be given priority over temporary employees in the award of summer session appointments, except that a full-time temporary employee at CSU or UNI who is replacing a tenured/tenure-track faculty member on leave may hold a temporary appointment for the tenured/tenure-track faculty member's full period of appointment.

c. In departments which contain employees who are on contracts of less than 12 months and in which the opportunity for summer session appointments may arise, the department head, in consultation with department employees, shall review any existing department rotation plan to determine if any modifications are necessary.

d. By November 1, 1985, each department head shall submit the department's rotation plan to the appropriate University Vice President for approval. The appropriate University Vice President shall review any proposed modification in existing plans, and shall review all plans to ensure that department employees have equal access to departmental assignments during a summer session. If an employee has a summer session assignment which is not assigned through the employee's department or which results from an externally funded grant or contract which the employee has obtained, the assignment shall not affect the employee's position on her/his rotation roster. By December 1, 1985, the appropriate University Vice President shall provide to the department head, with copies to all department employees, a written statement which: (1) approves the department's rotation plan; or (2) disapproves the department's rotation plan in whole or in part. In the event of disapproval in whole or in part, the statement will contain the reasons for disapproval and any suggestions for modifications of the plan. If a department has no approved rotation plan by February 1, 1986, the appropriate University Vice President, after consultation with the Union Chapter President, shall establish a rotation plan for the department. Once approved or established, a department rotation plan shall remain in effect for the duration of this Agreement.

e. A copy of the approved department rotation plan shall be provided to each department employee as specified in the University timetable. Each employee who desires a summer session appointment shall notify

her/his department head by the date specified in the University timetable.

f. An employee who receives a summer session assignment shall receive a firm contract for the appointment by no later than 30 calendar days prior to the date the appointment is to begin. An additional or an alternate assignment of equivalent credit units may be made in response to program needs.

6.10. The reasonableness of an official assignment or modification under Section 6.3. above, the specification of a credit unit value under Section 6.4.b. above, an assignment of excess duties under Section 6.5. above, an assignment under Section 6.6. above, or an assignment under 6.7. above, shall be subject to Article 17, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the assignment or specification was reasonable.

6.11. **Change in Academic Calendar and Period of Appointment and Special Transition-Period Procedures at Chicago State University**

a. Effective Fall, 1985, Chicago State University will adopt an academic calendar composed of two eighteen-week semesters and two five-week terms.

(1) Employees at Chicago State University shall have a period of appointment of at least 10.25 months, with at least 10.25 months of salary.

(2) The assigned obligation of employees at Chicago State University shall be as follows:

(a) For teaching professionals: 18 to 24 credit units for an academic calendar period of two semesters, and up to six credit units in one of the five-week terms. For the entire 10.25-month period of appointment, the credit unit range shall be 24 to 30 credit units.

(b) For resource professionals: 24 to 30 credit units for a period of appointment of 10.25 months. The assigned obligation of resource professionals with periods of appointment of 11 to 12 months shall be as specified in Section 6.3.b.

(c) The obligation of employees may be assigned in any combination of credit units within the ranges specified. If an employee is assigned duties for only part of a period of appointment, her/his obligation shall be reduced in proportion to the period of appointment.

(3) In accordance with Sections 6.3.d., 6.5., 27.8 and 27.13., additional credit units may be assigned to an employee in a summer session other than the five-week term included in the employee's assigned obligation.

(4) Credit units assigned in excess of 30 credit units during the period of appointment shall be compensated in accordance with Section 27.13.

(5) The progress of implementation of this section shall be discussed during the 1986 negotiations between the Board and the Union.

b. Special Transition-Period Procedures

(1) The official annual assignment of duties for CSU faculty's 10.25-month period of appointment will annually designate an assignment for either the first or the second five-week session.

(2) Following advance registration in April, 1986, departments will be provided with enrollment data. For the first 1986 five-week summer session, Registration will take place on May 5 and 6. If by May 8, the University can show demonstrable program need to change any faculty assignments from the first to the second five-week summer session, the appropriate University Vice President will notify the department head(s) and department employees of the program need. Departments shall have an opportunity to propose solutions by 5 p.m., May 9th. The appropriate University Vice President will modify official annual assignments as necessary, either in accordance with the department's proposed solution, or, if the department does not propose an acceptable solution, as necessary to satisfy program need. The appropriate University Vice President will inform the affected employees of any modifications in their assignments by May 12.

(3) 1986-87 annual assignments for CSU faculty members' periods of appointment will be made according to the University timetable for assignment of duties. However, assignments for 1987 summer sessions will be reviewed in the fall of 1986 in the light of 1986 summer session experience. If the University can show demonstrable program need to change any faculty assignments from the first to the second five-week summer session, the appropriate University Vice President will notify the department head(s) and department employees of the program need by October 1. Departments shall have an opportunity to propose solutions by October 15. The appropriate University Vice President will modify official annual assignments as necessary, either in accordance with the department's proposed solution, or, if the department does not propose an acceptable solution, as necessary to satisfy program need. The appropriate University Vice President will inform the affected employees of any modifications in their assignments by October 30.

(4) By 1987, special transition-period procedures will be discontinued, and all assignments will again be made in accordance with the annual assignment of duties process specified in 6.2. Implementation of these procedures will be reviewed by the Board and the Union negotiating teams in 1986 negotiations.

ARTICLE 7

PERSONNEL FILES

7.1. Each University shall maintain one official personnel file in a central location for each employee of the University. The personnel file shall contain all written evaluations of the employee, decisions rendered as a result of the grievance procedure contained in Article 17 of this Agreement and other materials pertinent to the employee's professional activities. Anonymous individual comments shall not be placed in the personnel file.

7.2. All written evaluations contained in the personnel file shall be signed except summary statements of student evaluations.

7.3. If materials are presented for placement in an employee's personnel file which predate the immediately preceding evaluation of the employee for retention, promotion, or tenure, the materials shall not be placed in the personnel file. Any written evaluation presented during an evaluation of an employee which is not placed in the personnel file prior to the next evaluation of the employee for retention, promotion, or tenure shall be destroyed.

7.4. Except as hereinafter noted, an employee at the University may examine her/his personnel file during the regular business hours of the office in which the file is kept under such conditions as are necessary to insure the integrity and safekeeping of the file. An employee may not examine confidential materials submitted in connection with the employee's initial appointment. In addition, at Governors State University, the signatures on evaluation forms, other than Summary Evaluation Forms, shall remain confidential in accordance with University procedures.

7.5. An employee may attach a concise statement in response to any item in the personnel file. Upon request and payment of the cost of photocopying, an employee may obtain copies of any nonconfidential materials in the personnel file.

7.6. In accordance with University policies, including any records retention policy, an employee who has ended her/his employment at a University may examine her/his personnel file during the regular business hours of the office in which the file is kept under such conditions as are necessary to insure the integrity and safekeeping of the file. Confidential materials submitted in connection with the employee's initial appointment may not be examined. In addition, at Governors State University, the signatures on evaluation forms, other than Summary Evaluation Forms, shall remain confidential in accordance with University procedures. The employee may attach a concise statement in response to any item in the personnel file. Upon request and payment of the cost of photocopying, an employee may obtain copies of any nonconfidential materials in the personnel file.

ARTICLE 8

EVALUATION AND EVALUATION CRITERIA

8.1. Sections 8.2. and 8.3. shall apply to all employees covered by the provisions of this Agreement. Sections 8.4. and 8.5. shall apply to tenured/tenure-track employees; Section 8.6. shall apply to teaching professionals and resource professionals on temporary appointments; Section 8.7. shall apply to academic support professionals.

8.2. **Purpose of Evaluation**

The Board and the Universities are responsible for evaluating the performance of employees. The purposes of evaluation are to judge the degree of effectiveness of an employee's performance, to identify areas of strength and weakness, to improve employee performance, and to provide a basis for the University President and the Board to make decisions, as appropriate, concerning retention, promotion, or tenure.

8.3. **Evaluation Schedule**

In each academic year, the appropriate University Vice President shall prepare a schedule of evaluation for retention, promotion, or tenure. A copy of the schedule shall be provided to each employee by October 15.

8.4. **Evaluation Criteria and Their Application**

a. Evaluation Criteria

(1) Areas of Evaluation

The degree of effectiveness of performance of each employee being considered for retention, promotion, or tenure will be evaluated in the areas of teaching/performance of primary duties, research/creative activity, and service. Teaching/performance of primary duties will be considered the most important of the three areas of evaluation.

(2) Performance Standards

(a) The performance standards listed below will be used to reach judgments about the degree of effectiveness of an employee's performance. In retention and promotion evaluations, the performance standards will be used to judge an employee's performance during the entire evaluation period. In tenure evaluations, the performance standards will be used to judge whether an employee's performance has reached the required degree of effectiveness by the end of the evaluation period.

(1) For retention in probationary year one and two: satisfactory teaching/performance of primary duties; satisfactory research/creative activity; and satisfactory service.

(2) For retention in probationary year three, four, and five: highly effective teaching/performance of primary duties; significant research/creative activity; and significant service.

(3) For tenure: superior teaching/performance of primary duties; significant research/creative activity; and significant service.

(4) For promotion:

(a) to assistant professor: highly effective teaching/ performance of primary duties; satisfactory research/creative activity; and satisfactory service.

(b) to associate professor: superior teaching/ performance of primary duties; significant research/creative activity; and significant service.

(c) to professor: superior teaching/performance of primary duties; superior research/creative activity; and superior service.

(b) Exception: An eligible employee who applies for consideration for promotion or tenure on the basis of exception must meet the relevant university evaluation criteria described above in 8.4.a.(2) (a) (3) or (4). In addition, the employee must show evidence of exceptional performance beyond that otherwise required in one of the three areas of evaluation.

(3) Areas of Consideration in Evaluating Effectiveness of Performance

(a) Evaluation of an employee's teaching/performance of primary duties will include consideration of the employee's effectiveness in her/his: execution of assigned responsibilities; command of the subject matter or discipline; ability to organize, analyze and present knowledge or material; ability to encourage and interest students in the learning process; and in student advisement, counseling and direction of individual activities.

(b) Evaluation of the effectiveness of an employee's research/creative activity will include consideration of: the quality and quantity of research/creative activity; contributions to the employee's discipline or

field; extent and nature of national, state or local recognition of research/creative activity; extent and nature of participation in professional organizations.

(c) Evaluation of the effectiveness of an employee's unit, college, university, community or professional service will include consideration of: extent and nature of leadership; degree of participation; quality and length of service; extent and nature of national, state, or local recognition of service; and the relationship of the service to the employee's assigned responsibilities and to the University.

b. Departmental Application of Criteria

(1) Beginning with the 1986-87 academic year, each department shall have a statement of Departmental Application of Criteria, describing what materials and methods will be used in evaluating performance of employees eligible for retention, promotion or tenure. The Departmental Application of Criteria will contain:

(a) categories of materials and activities appropriate for the department to use for the three areas of evaluation and the relative importance of these materials and activities; and

(b) a general statement of the methods to be used for evaluation of teaching/performance of primary duties including classroom visitation by the department head and peers; and

(c) a general statement of the methods to be used for evaluation of research/creative activity, and service; and

(d) the relative emphasis to be given to research/creative activity and service.

(2) By no later than November 15, 1985, each department shall submit to the University President for approval its statement of Departmental Application of Criteria. Departments may submit unchanged their statement of Departmental Application of Criteria (referred to as Department Evaluation Criteria in the 1982-85 Agreement) in effect at the date of the ratification of this Agreement, or they may submit proposed modifications consistent with the provisions of this Agreement.

(3) By no later than February 1, 1986, the University President shall review proposed statements of Departmental Application of Criteria and shall notify the department head and the department employees in writing of her/his approval or disapproval. If the University President does not approve proposed statements of Departmental Application of Criteria either in whole or in part, she/he shall provide a written statement to the

department head and the department employees of the basis for her/his disapproval with any suggested additions, deletions, or modifications of the proposed statement. If a department has no approved statement of Departmental Application of Criteria, the University President, after consultation with the Union Chapter President, shall establish a statement of Departmental Application of Criteria for the department.

(4) The approved statement of Departmental Application of Criteria shall become effective September 1, 1986, and shall remain in effect for the duration of this Agreement. Departmental Application of Criteria (referred to as Department Evaluation Criteria in the 1982-85 Agreement) in effect on August 31, 1985, shall remain in effect through August 31, 1986.

(5) All department employees shall receive a copy of the approved statement of Departmental Application of Criteria within 15 days of approval.

8.5. **Evaluation Procedures**

a. All evaluations of employees for retention, promotion, or tenure shall be in the areas of evaluation specified in 8.4.a.(1), and based on the considerations in 8.4.a.(3) as specified in the approved statement of Departmental Application of Criteria described in 8.4.b., on the applicable performance standard in 8.4.a.(2), and on the materials referred to in 8.5.e. below.

b. At least once each academic term, each employee who teaches a course or other instructional activity shall have her/his teaching effectiveness evaluated by students in accordance with methods specified in the approved statement of Departmental Application of Criteria.

c. Evaluation of Tenured Employees

(1) The annual evaluation for tenured employees not being considered for promotion is a limited process to identify areas of strength and weakness and to improve performance and shall consist of the review of the following by the department head:

(a) the required student course evaluations;

(b) any documents the employee submits to update her/his vita and to demonstrate activity in research/creative activity or service;

(c) materials in the employee's personnel file.

Following review of the documents, the department head shall write a brief evaluation statement. A copy of the evaluation statement shall be sent to the employee. The employee may attach a written response to the evaluation statement for inclusion in the personnel file.

d. By a date to be specified in the university evaluation timetable, each employee who is to be evaluated for retention, promotion, or tenure shall submit an evaluation portfolio containing evaluation materials in accordance with her/his statement of Departmental Application of Criteria. Materials in the evaluation portfolio shall be selected to document fulfillment of the applicable performance standard specified in 8.4.a.(2). After the beginning of the evaluation process, the employee may not add materials to the portfolio unless additional documentation has been requested by the department personnel committee, the department head, dean, University Personnel Committee, appropriate University Vice President, or President, or unless the material is submitted in response to an evaluator's placement of materials in the employee's evaluation portfolio or personnel file after the beginning of the evaluation process, or unless the material was not available prior to the beginning of the evaluation process.

e. Materials used in the process of evaluation of an employee shall be materials included in the evaluation portfolio, materials referred to in the employee's supporting materials, and materials in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment. Documentation of program needs may be used where program needs are the basis of a nonretention recommendation or decision.

f. A copy of the evaluation recommendation made at each step of the evaluation process shall be added to the portfolio. If an employee has requested reconsideration of a negative recommendation by a department personnel committee, department head, or the University Personnel Committee, a copy of the written statement of the result of the reconsideration shall be included in the portfolio. A copy of any written evaluation placed in an employee's evaluation portfolio or personnel file shall be provided to the employee.

g. After the beginning of the evaluation process, an evaluator may not add materials to the employee's personnel file, unless the material was not available prior to the beginning of the evaluation process. Nor may an evaluator add materials to an employee's evaluation portfolio unless the material was not available prior to the beginning of the evaluation process, except that an evaluator may add to an employee's evaluation portfolio (a) copy(ies) of materials which were in the employee's personnel file prior to the beginning of the evaluation process but which the employee has not included in her/his evaluation portfolio, provided that (a) copy(ies) of any statement(s) the employee has attached to such materials also be added to the evaluation portfolio. If an evaluator adds materials to an employee's evaluation portfolio or personnel file at any step of the evaluation process, notice of such material shall be provided to the employee and the employee shall, upon request, be provided an opportunity to review and respond to the material before the completion of that step of the evaluation process. Such an opportunity shall not delay that step of the process more than three days beyond the date specified in the university timetable, unless an extension is agreed to by the appropriate University Vice President and the Union

Chapter President. An evaluator may request that an employee provide additional documentation of statements or materials in her/his evaluation portfolio. No evaluator may remove materials from the evaluation portfolio.

h. Each department shall have a personnel committee composed of and elected by department employees. The purpose of the department personnel committee shall be to provide recommendations to the department head concerning retention, promotion, or tenure of department employees. If a department fails to elect a personnel committee, or if a department personnel committee fails to make a recommendation, the failure shall not prevent decisions concerning retention, promotion, or tenure of department employees.

i. Each University shall have a University Personnel Committee composed of and elected by University employees. The purpose of the University Personnel Committee shall be to provide recommendations to the appropriate University Vice President concerning retention, promotion, or tenure of University employees.

(1) The University Personnel Committee shall be composed of no more than eleven members.

(2) Each college and major academic department shall have at least one representative on the University Personnel Committee.

(3) Terms on the University Personnel Committee shall be three years, and shall be staggered.

(4) Election of the University Personnel Committee shall be conducted by the Faculty Senate at each University.

(5) If a University Personnel Committee is not elected or if a University Personnel Committee fails to make a recommendation, the failure shall not prevent decisions concerning retention, promotion, or tenure of University employees.

j. The only role of a department personnel committee and the University Personnel Committee in evaluation of employee performance is evaluation for the purpose of providing a recommendation concerning retention, promotion, or tenure of a University employee.

k. (1) No employee shall be evaluated for retention, promotion, or tenure by more than one department. The evaluating department shall be specified at the time of appointment.

(2) An employee whose total assigned obligation during an academic calendar period or period of appointment, including any overload assignment, includes 20 percent or more assigned duties outside the evaluating department shall submit evaluation materials relevant to those duties. Materials relevant to assigned duties of less than 20 percent outside the evaluating

department or to summer session assignments outside the evaluating department may be submitted at the discretion of the employee. Evaluation materials may include documentation of research/creative activity or service.

(3) If an employee who has assigned duties outside the evaluating department has submitted evaluation materials relevant to those duties, the evaluators' consideration of the materials will be commensurate with the employee's assignment outside the evaluating department during the total evaluation period.

(4) Evaluators will use the approved statement of Departmental Application of Criteria of the evaluating department in evaluating materials relating to assignments outside of the department. If the statement of Departmental Application of Criteria of the evaluating department does not contain such materials, they shall be evaluated by use of the approved statement of Departmental Application of Criteria of the department in which the duties were performed or, if no such statement exists, by use of the official written assignment of duties.

8.6. **Evaluation Procedures for Teaching Professionals and Resource Professionals on Temporary Appointments**

a. No employee on a temporary appointment shall be evaluated until she/he has completed one full academic term of service at the university.

b. Evaluation of employees on temporary appointments shall consist of a review of the following by the department head:

(1) student evaluations of all courses or other instructional activities;

(2) any materials required by the statement of Departmental Application of Criteria in the area of teaching/primary duties;

(3) any materials the employee submits as evidence of the effectiveness of her/his teaching/primary duties;

(4) materials in the employee's personnel file;

(5) additional documentation of the materials specified in (2), (3), and (4) above, as requested by the department head.

c. Following review of the documents, the department head shall write an evaluation of the employee's teaching/ primary duties. The evaluation shall state whether the employee's degree of effectiveness in teaching/primary duties has been satisfactory, with reference to the performance standard specified in 8.4.a.(2) (a) (1). If an employee's performance is judged unsatisfactory, the

department head shall provide written reasons, based on the statement of Departmental Application of Criteria. A copy of the evaluation shall be sent to the employee. The employee may attach a written response to the evaluation statement for inclusion in the employee's personnel file.

d. A satisfactory evaluation of a temporary employee shall not constitute a promise of future employment. Future employment opportunities shall be governed by the provisions of Article 4, Appointment.

8.7. **Evaluation Procedures for Academic Support Professionals**

a. Evaluation practices and procedures currently in effect for academic support professionals shall remain unchanged during the period from July 1, 1985, through June 30, 1986.

b. By February 1, 1986, in addition to developing a tentative job description for the employee, an academic support professional and her/his supervisor will develop a description of what materials and methods will be used to evaluate the employee's performance. This description may consist of or incorporate existing procedures in units where evaluation procedures satisfactory to employee and supervisor have already been established. This tentative description shall be submitted to the University President for approval, with copies to the employee and the Union Chapter President. If the University President does not approve the description, she/he shall notify the employee, the supervisor, and the Union Chapter President in writing of her/his disapproval. The University President shall provide written reasons for her/his disapproval and may suggest additions, deletions, or modifications. If, by April 15, 1986, the employee has no approved description of materials and methods to be used in evaluating her/his performance, the University President, after consultation with the Union Chapter President, shall develop one for the employee.

c. By May 1, 1986, the employee shall receive a copy of the approved description of materials and methods which will be used to evaluate her/his performance. This description shall become effective July 1, 1986, and shall be reviewed annually by the employee and her/his supervisor. Any suggested modifications resulting from the annual review shall be submitted to the University President for approval and a copy shall be provided to the employee and to the Union Chapter President. The University President's written response shall be sent to the employee and her/his supervisor within 15 days of receipt of the request, and a copy shall be provided to the Union Chapter President.

d. Each academic support professional shall receive an annual written evaluation from her/his supervisor in accordance with the approved description of materials and methods to be used in evaluating the employee's performance. Copies of the evaluation shall be provided to the employee and placed in the employee's personnel file. Evaluations conducted in the employee's first, second, third, fourth,

fifth, and each subsequent second year of employment at the university shall also contain a recommendation for retention or nonretention, in accordance with the provisions of Section 9.3.

e. Materials used in evaluation shall be materials submitted by the employee, materials referred to in the employee's supporting materials, and materials in the employee's personnel file, except for confidential materials submitted in connection with the employee's initial appointment.

ARTICLE 9

RETENTION

9.1. Retention Procedures for Tenure-Track Employees

a. There shall be an annual evaluation of each probationary employee for the purpose of making a decision concerning retention of the employee. The evaluation period of retention shall be the period since the beginning of the employee's last evaluation for retention. Service under full-time temporary appointments at the University for a period not to exceed three years immediately preceding the employee's initial probationary appointment may, however, at the employee's option, be considered in the initial retention evaluation of a probationary employee. No employee shall be evaluated for retention until she/he has completed one full academic term of service at the University.

b. The initial recommendation regarding retention of an employee shall originate in the employee's department.

c. The department personnel committee shall submit a written retention recommendation for each probationary employee to the department head. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a., or, as applicable, program needs. In the first two years of employment in a position in the bargaining unit, program needs may be used as a reason for nonretention.

d. The department head shall prepare a written retention recommendation for each probationary employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a. or, as applicable, program needs. In the first two years of employment in a position in the bargaining unit, program needs may be used as a reason for non-retention. The department head shall provide each employee considered for retention with a copy of her/his retention recommendation and reasons and the retention recommendation and reasons of the department personnel committee. Within three working

days of receipt of the recommendation and reasons, an employee may submit a written request to the department head for reconsideration of a negative recommendation by the department personnel committee and/or the department head. The request shall be granted and the department head shall provide the employee with a written statement of the result of the reconsideration by the department personnel committee and/or the department head.

e. The retention recommendations and reasons of department heads and department personnel committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the department. The Dean/Director, if any, beyond the level of the department, shall submit a written retention recommendation for each probationary employee to the appropriate University Vice President. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and material as specified in Section 8.5.a. or, as applicable, program needs. In the first two years of employment in a position in the bargaining unit, program needs may be used as a reason for non-retention. The Dean/ Director, if any, beyond the level of the department, shall provide a copy of her/his retention recommendation, with supporting reasons in the event of negative recommendation, to the employee being evaluated.

f. The appropriate University Vice President shall present all retention recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the appropriate University Vice President for each probationary employee. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a. or, as applicable, program needs. In the first two years of employment in a position in the bargaining unit, program needs may be used as a reason for nonretention. The appropriate University Vice President may review these recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the employee. If the University Personnel Committee makes a negative recommendation and the department personnel committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee's negative recommendation to the University Personnel Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of reconsideration.

g. The appropriate University Vice President shall review with the University President all retention recommendations and supporting reasons submitted for probationary employees. The University President shall provide each probationary employee considered for retention with a written decision. If the decision is negative, the University President shall provide the employee with a statement of reasons for the decision based on evaluation criteria, application

of criteria, and materials as specified in Section 8.5.a. or , as applicable, program needs. In the first two years of employment in a position in the bargaining unit, program needs may be used as a reason for non-retention.

h. Written notice that a probationary appointment will not be renewed will be given to an employee by the University President as follows:

(a) by not later than April 1 of the first year of full-time employment at the University;

(b) by not later than December 15 of the second year of full-time employment at the University; and

(c) by not later than 12 months before expiration of the appointment after two or more years of full-time employment at the University.

i. In the event of failure to provide notice of nonrenewal required by Section 9.1.h. above, the employee shall receive a probationary appointment for one academic year.

9.2. Retention Procedures for Academic Support Professionals

a. Each academic support professional shall be evaluated annually by her/his supervisor.

b. In the second and subsequent years of employment, evaluation shall occur in March.

c. (1) Evaluation in the first year of employment shall occur no sooner than the seventh month of employment, but may occur as late as the first March of employment at the University;

(2) If this first evaluation occurs in December, January, or February, no additional evaluation will occur during the regular March evaluation period which follows immediately.

d. Regardless of the date of initial appointment, the calculation of years of employment of academic support professionals will be based on a year of July 1 through June 30, provided, however, that:

(1) an academic support professional hired between July 1 and December 31 will enter her/his second year of service on the first July 1 of her/his service at the University; and

(2) an academic support professional hired between January 1 and June 30 will not enter her/his second year of service until the second July 1 of her/his service at the University; and that

(3) up to three years of prior service in a position at the University shall count as years of service toward a two-year appointment in an academic support professional position in the bargaining unit.

e. In the employee's first, second, third, fourth, fifth, and each subsequent second year of employment in an academic support professional position in the bargaining unit, the employee's annual evaluation shall include a recommendation for or against retention. Effective July 1, 1986, an employee in the sixth and each subsequent second year of service in an academic support professional position in the bargaining unit who has been recommended for retention shall receive a two-year appointment.

f. An academic support professional may be recommended for nonretention because of program need or unsatisfactory performance of assigned duties.

g. By April 1 of any year in which an academic support professional has been given a recommendation by her/his supervisor for or against retention, the University President shall notify the employee in writing of her/his decision regarding retention, and, if the decision is negative, shall provide written reasons based on the reasons specified in 9.2.f., as applicable. In 1986, evaluations shall be conducted according to the same procedures used in 1985. Effective in 1987, the employee's official job description and the approved statement of methods and materials of evaluation specified in Article 8.7. shall be utilized in evaluation.

h. Notice of nonretention shall be as follows:

(1) In the first year of service in an academic support professional position in the bargaining unit, not later than three months prior to the termination date specified in the notice.

(2) In the second, third, fourth, and fifth years of service in an academic support professional position in the bargaining unit, not later than six months prior to the termination date specified in the notice.

(3) If an academic support professional on a two-year appointment receives notice of nonretention in accordance with 9.2.g. above, she/he shall receive at least six months of employment after the notice of nonretention is received.

9.3. a. Academic support professionals who have been hired in positions which are funded predominantly by contracts and grants, sponsored research funds, and educational contracts shall not be entitled to written notice of nonretention as specified in Article 9.2.g. if the funding for their position is reduced or eliminated. If such funding is reduced or eliminated, the employee shall be notified immediately. If the funding is continued and annual evaluation results in a recommendation to nonretain an employee, the recommendation of nonretention must be based upon the reasons specified in Section 9.2.f., and the employee must be given notice in accordance with Section 9.2.h.

b. The University shall make a reasonable effort to locate appropriate alternate or equivalent employment for an employee whose position is eliminated because of a reduction in or elimination of funds.

c. If, within two years, the funding source reduction or elimination which resulted in the elimination of an academic support professional's position is restored to the University, the affected employee shall be offered reemployment in the restored position.

ARTICLE 10

PROMOTION

10.1. Sections 10.2. through 10.10 shall apply to tenured/tenure-track employees; Section 10.11. shall apply to academic support professionals.

10.2. An employee shall be eligible for consideration for promotion if she/he meets the following requirements.

a. Degree

(1) To be eligible for consideration for promotion to the rank of Assistant Professor, an employee must possess a bachelor's degree from an accredited institution and have completed at least 60 semester hours, or the equivalent, of graduate study toward an advanced degree from an accredited institution; or must possess a master's degree from an accreditd institution and have at least 30 semester hours, or the equivalent, of graduate study toward an advanced degree from an accredited institution, or must have fulfilled applicable educational requirements for tenure.

(2) To be eligible for consideration for promotion to the rank of Associate Professor, an employee must possess a terminal degree or a professional degree from an accredited graduate or professional school.

(3) To be eligible for consideration for promotion to the rank of Professor, an employee must possess a terminal degree or a professional degree from an accredited graduate or professional school.

b. Years of Service

(1) An employee may apply for consideration for promotion to the rank of Assistant Professor in her/his second year of full-time service at the University at the rank of Instructor.

(2) An employee may apply for consideration for promotion to the rank of Associate Professor in her/his third year of full-time service at the University at the rank of Assistant Professor.

(3) An employee may apply for consideration for promotion to the rank of Professor in her/his fifth year of full-time service at the University at the rank of Associate Professor.

10.3. **Consideration for Promotion on the Basis of Exception**

a. An employee who does not satisfy either the degree requirements or years of service requirements specified in Section 10.2 above may apply for consideration for promotion on the basis of exceptional teaching/performance of primary duties, research/creative activity, or service.

b. An employee who applies for consideration for promotion as an exception to the degree requirements or years of service requirements shall present evidence in support of her/his claim for an exception to the department personnel committee and the department head.

c. If the department personnel committee and the department head concur that the employee should be recommended for promotion, written recommendations, supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a., shall be prepared and transmitted by the department head and the department personnel committee as provided in Sections 10.7. through 10.9 below.

d. If the department personnel committee or the department head make a negative recommendation for promotion the employee shall not be considered for promotion until the next succeeding period of evaluation for promotion. If the employee subsequently applies for consideration for promotion as a exception to the degree requirements or years of service requirement for promotion, her/ his application shall be considered and transmitted as provided in Section 10.5 through 10.9 below.

e. In the event of a negative recommendation by the department personnel committee or the department head on a request for exception, the department head shall provide the employee with her/his recommendation and reasons and the recommendation and reasons of the department personnel committee. The reasons shall be based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a.

10.4. An eligible employee must apply to the department head prior to the commencement of the promotion process in order to be considered for promotion. The evaluation period for promotion shall be the period since the beginning of the evaluation which resulted in the employee's promotion to her/his current rank at the University. If the employee has received no promotion at the University, the evaluation period for promotion shall be the period since her/his most recent appointment to a bargaining unit position at the University.

10.5. The department personnel committee shall submit a written promotion recommendation for each eligible employee to the department head. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a.

10.6. The department head shall prepare a written promotion recommendation for each eligible employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a. The department head shall provide each employee considered for promotion with a copy of her/his promotion recommendation and reasons and the promotion recommendation and reasons of the department personnel committee. Within three working days of receipt of the recommendations and reasons, an employee may submit a written request for reconsideration of a negative recommendation to the department head. The request shall be granted and the department head shall provide the employee with a written statement of the result of the reconsideration by the department personnel committee and/or department head. Within two working days of receipt of the result of reconsideration, an employee may withdraw her/his application for consideration for promotion by written notification to the department head.

10.7. The promotion recommendation and reasons of department heads and department personnel committees shall be reviewed by the appropriate Dean/Director, if any, beyond the level of the department. The Dean/Director, if any, beyond the level of the department, shall submit a written promotion recommendation for each eligible employee to the appropriate University Vice President. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a. The Dean/Director, if any, beyond the level of the department, shall provide a copy of her/his promotion recommendation, with supporting reasons in the event of a negative recommendation, to the employee being evaluated.

10.8. The appropriate University Vice President shall present all promotion recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written promotion recommendation to the appropriate University Vice President for each eligible employee. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a. The appropriate University Vice President may review recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the employee. If the University Personnel Committee makes a negative recommendation and the department personnel committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee's negative recommendation to the University Personnel Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of the reconsideration.

10.9. The appropriate University Vice President shall review with the University President all promotion recommendations and supporting reasons submitted for eligible employees. The University President shall provide each eligible employee considered for promotion with a written decision by May 1. A negative decision shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a.

10.10. The number of employees who hold a particular rank at a University shall not be grounds for denial of a promotion to an eligible employee who has otherwise satisfied evaluation criteria as specified in Section 8.5.a.

10.11. Prior to the deadline for applications, the University shall publish a University-wide announcement of any new or vacant professional position. An academic support professional who meets the advertised qualifications for the position shall, upon request, be granted a preliminary interview. If an academic support professional is selected to fill a new or vacant position, her/his credit for years of service at the University shall not be affected.

ARTICLE 11

TENURE

11.1. Each tenured employee shall have continuous employment at the University unless such employee resigns, retires, is laid off pursuant to Article 15, or is terminated for adequate cause.

11.2. Tenure shall not be acquired automatically by length of service. Tenure shall be granted and may be acquired only by specific action of the Board after receipt of a specific recommendation of the University President. Tenure shall be in a department.

11.3. a. Tenure may be granted to a member of the bargaining unit described in Appendix A at the time of initial appointment only after consultation with the department, and upon recommendation of the University President and approval by the Board.

b. Tenure may be granted to an individual not a member of the bargaining unit described in Appendix A, either upon initial appointment or subsequently, only after consultation with the department, and upon recommendation of the University President and approval by the Board.

11.4. The evaluation period for tenure shall be the entire term of employment in probationary status at the University. Service under full-time temporary appointments at the University for a period not to exceed three years immediately preceding the employee's initial probationary appointment may, at the employee's option, be considered in the tenure evaluation.

11.5. An employee shall be eligible for consideration for tenure if she/he holds at least the rank of Assistant Professor (University Professor at Governors State University) and meets the following requirements. An employee may be considered for promotion to Assistant Professor and tenure in the same year.

a. Educational Requirements

The educational requirements for tenure in effect at each University as of September 1, 1985 will remain unchanged for the duration of this Agreement.

b. Years of Service

(1) Except as provided in Section 11.6., an employee may not apply for tenure before her/his sixth probationary year of employment at a University.

(2) An employee who has no previous full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year one at the time of initial appointment.

(3) An employee who has one year of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year two at the time of initial appointment.

(4) An employee who has two years of prior full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year three at the time of initial appointment.

(5) An employee who has three or more years of full-time teaching or professional service in a baccalaureate degree-granting institution of higher education shall be placed in probationary year four at the time of initial appointment.

(6) An employee may elect to be placed in a lower-numbered probationary year by written notification to the appropriate University Vice President by the close of the first academic term following her/his initial appointment.

11.6. Consideration for Tenure on the Basis of Exception

a. An employee who does not satisfy the educational requirements for tenure described in 11.5.a. above or the years of service requirement specified in 11.5.b above may apply for consideration for tenure in her/his fourth, fifth, or sixth year of full-time service at the University on the basis of exceptional teaching/performance of primary duties, research/creative activity, or service.

b. An employee who applies for consideration for tenure as an exception to the educational requirements or years of service requirements shall present evidence in support of her/his claim for an exception to the department personnel committee and the department head.

c. If the department personnel committee and the department head concur that the employee should be recommended for tenure, written recommendations, supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a., shall be prepared and transmitted by the department head and the department personnel committee as provided in 11.9. through 11.13. below.

d. If the department personnel committee or the department head makes a negative recommendation for tenure, the employee shall not further be considered for tenure until the next succeeding period of evaluation for tenure unless the employee is in her/his final probationary year. If the employee is in her/his final probationary year, written recommendations, supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a., shall be prepared and transmitted by the department head and the department personnel committee as provided in 11.9. through 11.13. below.

If the employee is not in her/his final probationary year and if the employee subsequently applies for consideration for tenure as an exception to the educational requirements or years of service requirements for tenure, her/his application shall be considered and transmitted as provided in 11.9. through 11.13. below.

e. In the event of a negative recommendation by the department personnel committee or the department head on a request for exception, the department head shall provide the employee with her/his recommendation and reasons and the recommendation and reasons of the department personnel committee. The reasons shall be based on approved evaluation criteria, application of criteria, and materials as specified in Section 8.5.a.

11.7. An eligible employee must apply to the department head prior to the commencement of the tenure process in order to be considered for tenure. In the event an eligible employee does not submit her/his application for tenure in the sixth probationary year, the employee shall receive a terminal contract for the next subsequent academic year.

11.8. The department personnel committee shall prepare a written tenure recommendation for each eligible employee to the department head. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a.

11.9. The department head shall prepare a written tenure recommendation for each eligible employee. The written recommendation shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a. The department

head shall provide each employee considered for tenure with a copy of her/his tenure recommendation and reasons and the tenure recommendation and reasons of the department personnel committee. Within three working days of receipt of the recommendations and reasons, an employee may submit a written request for reconsideration of a negative recommendation by the department personnel committee and/or the department head to the department head. The request shall be granted and the department head shall provide the employee with a written statement of the result of the reconsideration by the department personnel committee and/or the department head.

11.10. The tenure recommendations and reasons of department heads and department personnel committees shall be reviewed by the appropriate Dean/ Director, if any, beyond the level of the department. The Dean/ Director, if any, beyond the level of the department, shall submit a written tenure recommendation for each eligible employee to the appropriate University Vice President. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a. The Dean/Director, if any, beyond the level of the department, shall provide a copy of her/his tenure recommendation to the employee with supporting reasons in the event of a negative recommendation.

11.11. The appropriate University Vice President shall present all tenure recommendations and supporting reasons to the University Personnel Committee. The University Personnel Committee shall submit a written recommendation to the appropriate University Vice President for each eligible employee. Negative recommendations shall be supported with written reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a. The appropriate University Vice President may review the recommendations with the University Personnel Committee. A copy of the University Personnel Committee recommendation, with supporting reasons in the event of a negative recommendation, shall be provided to the employee. If the University Personnel Committee makes a negative recommendation and the department personnel committee has made a positive recommendation, the employee may submit a written request for reconsideration of the University Personnel Committee within three working days of receipt of the recommendation and reasons. The request shall be granted, and the University Personnel Committee shall provide the employee with a written statement of the result of the reconsideration.

11.12. The appropriate University Vice President shall review with the University President all tenure recommendations and supporting reasons for eligible employees. The University President shall submit her/his recommendations to the Board. The University President shall provide each eligible employee considered for tenure with a copy of her/his recommendation to the Board. If the recommendation is negative, the University President shall provide the employee with a statement of reasons based on evaluation criteria, application of criteria, and materials as specified in Section 8.5.a.

11.13. If an employee is not notified of a negative decision by the Board on her/his tenure recommendation by June 1, the employee shall be granted a probationary contract for the next subsequent academic year but shall not thereby receive tenure. An eligible employee who is in her/his sixth probationary year and is not awarded tenure by action of the Board shall receive a terminal contract for the next subsequent academic year.

ARTICLE 12

TRANSFER

12.1. The University may transfer an employee from one department/unit to another within the same bargaining unit within the University as a result of reorganization or program need. Where applicable, an employee's probationary status, length of appointment, tenure, faculty rank, eligibility for consideration for promotion, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 26 shall not be affected by transfer resulting from reorganization or program needs.

12.2. In the event that a transfer pursuant to retraining or enrollment decline is anticipated, the probable receiving department(s) shall be consulted by the University President to determine department program needs and the qualifications necessary for any employee to transfer into the department. The consultation shall be held in sufficient time to allow departmental response prior to the transfer determination. The Union Chapter President shall be notified of these consultations.

12.3. An employee may, through her/his department head and, as applicable, Dean/Director, submit a request to the University President for transfer from one department to another within the same University, and within the same bargaining unit. The University President shall review the request with the members of the other department. Within 90 days of submission of her/ his request to the Department Head, the employee shall receive notification in writing from the University President of the President's decision. If the University President grants the request, the employee shall be transferred. A tenured employee who is transferred pursuant to this section shall retain her/his tenure appointment only if retention of tenure is recommended by the University President and approved by the Board.

ARTICLE 13

PROGRAM REORGANIZATION

13.1. An employee's probationary status, tenure, faculty rank, eligibility for consideration for promotion, length of appointment, eligibility for leave without salary, or eligibility for the compensable fringe benefits specified in Article 26 shall not be affected by a reorganization which results in the employee's transfer from one department/unit or college to another within a University.

13.2. During the term of this Agreement, an employee who has been transferred to a new department as a result of reorganization and who has applied for tenure in the new department shall be subject to the educational requirements for tenure of her/his former department if such requirements are less stringent than those of the new department. If the employee was not previously a member of a department within the University which had educational requirements for tenure, she/he shall be subject to the educational requirements for tenure of the new department.

13.3. a. Tenured/Tenure-Track Teaching and Resource Professionals

During the first academic year of operation of a new department created as a result of a reorganization, an employee will be evaluated for retention, promotion, or tenure in accordance with the statement of Departmental Application of Criteria of her/his former department unless the timing of the reorganization is such that a statement of Departmental Application of Criteria for the new department can be adopted and implemented pursuant to Section 8.4.b. of this Agreement. If the employee was not previously a member of a department within the University which had a statement of Departmental Application of Criteria, she/he shall be evaluated for retention, promotion, or tenure in accordance with Section 8.4.a.

b. Academic Support Professionals

An academic support professional who has been transferred to a new unit as a result of reorganization shall meet with her/his supervisor no later than 15 days after the effective date of the reorganization to develop, in accordance with Section 8.7., a description of the materials and methods which will be used to evaluate the employee's performance.

13.4. By November 1 of the first academic year of operation of a new department created as a result of a reorganization, a department rotation plan shall be submitted to the appropriate University Vice President for approval pursuant to Section 6.9. of this Agreement.

ARTICLE 14

TERMINATION AND OTHER SANCTIONS

14.1. Termination

Termination of a tenure appointment at any time, of a probationary appointment before the end of the specified term, or of an academic support professional appointment before the end of the specified term of employment may be effected for adequate cause.

a. (1) Prior to issuance of a notice of intent to seek termination, the University President shall hold at least one meeting with an employee to discuss possible remedial actions by the employee or to discuss settlement of the matter. The Union Chapter President shall be informed of this meeting, and a Union representative shall be present at the meeting, with the consent of the employee.

(2) Prior to the meeting, the University President shall provide the employee with a written statement of the purpose of the meeting including an identification of the topic(s) to be discussed.

(3) Additional meetings to discuss possible remedial actions by the employee or to discuss settlement of the matter may continue until either the University President or the employee notifies the other in writing of her/his belief that further meetings will not be productive.

(4) No later than six months from the date of the first meeting (a time limitation which may be extended by agreement of the parties) the University President shall provide the employee in writing with one of the following:

(a) a statement that further action on the matter will not be pursued, and that all references to it will be removed from the employee's personnel file; or

(b) a statement that further action on the matter will not be pursued at that time, but that reference to it shall remain in the employee's personnel file; or

(c) specification of any remedial actions to be taken by the employee, the date by which the remedial actions are to be taken, the method to be used to evaluate whether the remedial actions have been successful, and a statement that no notice of termination will be issued before evaluation of the remedial actions; or

(d) the terms upon which the matter is to be settled; or

(e) a notice of intent to seek termination.

b. If the University President issues a notice of intent to seek termination, the following procedure shall apply:

(1) A termination proceeding shall be initiated by the University President providing a notice of intent to seek termination with a statement of reasons for termination to an employee.

(2) (a) A tenured/tenure-track employee served with a notice of termination shall have a right to a formal hearing before a committee of five tenured employees. The committee shall be selected within 15 work days of service of the notice of termination. The employee shall select two tenured employees to serve on the committee, and the University President shall select two tenured employees to serve on the committee. The four employees so selected shall select a fifth member of the committee. If a committee is not selected by the method described above within 15 work days of service of the notice of termination, the University President, in consultation with the University Personnel Committee, shall appoint the remaining members of the hearing committee.

(b) An academic support professional served with a notice of intent to seek termination shall have a right to a formal hearing before a committee of five employees selected from the academic support employees in Appendix B. The employee shall select two employees to serve on the committee, and the University President shall select two employees to serve on the committee. The four employees so selected shall select the fifth member of the committee. If a committee is not selected by the method described above within 15 work days of service of the notice of intent to seek termination, the University President, in consultation with the Union Chapter President, shall appoint the remaining members of the hearing committee. If there are fewer than ten academic support professionals from which to choose the members of the committee, the University President, the employee, or the committee may select committee members from among academic support professionals in Appendix B who are employed by another University within the system.

(3) An employee served notice of intent to seek termination who desires a formal hearing shall be provided with a notice of hearing and specific written charges at least 20 work days prior to the hearing. During the proceedings, the employee will be permitted to have a counselor or an advisor of her/his choice.

(4) A verbatim record of the hearing will be taken and a typewritten copy will be provided to the employee. The burden of proof that adequate cause exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole. The employee will be afforded

the opportunity to present witnesses and to confront and cross-examine all witnesses.

(5) A termination hearing shall not exceed three months unless extended by a majority vote of the hearing committee. The findings and recommendations of the hearing committee shall be reduced to writing and furnished to the employee and the University President within 20 work days after the conclusion of the hearing. If the hearing committee concludes that adequate cause has not been established by the evidence in the record, it will so report to the University President. If the University President rejects the report, she/he shall state in writing the reasons for doing so to the hearing committee and the employee and provide an opportunity for response. If the hearing committee concludes that adequate cause for dismissal has been established, it will so recommend, with supporting reasons, to the University President. If the hearing committee concludes that adequate cause for a sanction less than dismissal has been established, it will so recommend, with supporting reasons, to the University President.

(6) The recommendation of the University President, along with that of the hearing committee should it not concur with the President, shall be submitted to the Board for final action.

(7) If a hearing committee fails to provide its findings and recommendations within 20 work days after conclusion of the hearing, the University President shall submit her/his recommendation to the Board for final action.

(8) An employee terminated for cause shall not be entitled to salary, severance pay, or any other compensation beyond that earned up to the last day of employment.

(9) An employee served with notice of termination may be suspended or reassigned by the University President with compensation if the University President is of the opinion that the employee's presence in her/his appointed position constitutes a threat of bodily harm or harm to property or might impede University operations. If, following the hearing process described above, it is determined that no actions against the employee will be imposed; the employee will be restored to her/his appointed position.

(10) A record of any disciplinary action taken against an employee shall be placed in the employee's official personnel file.

14.2 Other Sanctions

a. Appropriate sanctions less than termination may be imposed on an employee for violation of employment obligations contained in Board or University policy, rules, or regulations or in the UPI/BOG Agreement. By January 15, 1986, the Board/University shall provide each department with a copy of applicable policies, rules, and

regulations. No employee shall be sanctioned for a violation of these policies, rules, or regulations until they are made available in each department.

b. Prior to any sanction being imposed on an employee, the University President or her/his designee shall hold at least one meeting with the employee to notify the employee that a sanction is being considered, to present the alleged violation and related documentation, and to discuss possible resolution of the matter. The Union Chapter President shall be informed of this meeting, and a Union representative shall be present at the meeting, with the consent of the employee.

c. If the matter is not resolved by the meeting, the University President shall send the employee written notice of the sanction, including a statement of the reasons for the sanction.

d. If the proposed sanction is other than a written reprimand, the employee shall have the right, at her/his request, to a hearing before a panel of three, selected from the groups as specified in 14.1.b.2.(a) or 14.1.b.2.(b). One member of the panel shall be selected by the employee, one by the University President, and the third by the two members so selected. If a panel is not selected by this method within 10 work days of service of the notice of intent to impose the sanction, the University President, in consultation with the Union Chapter President, shall select the remaining members of the panel.

e. The panel shall review the reasons for the proposed sanction and related documentation. The burden of proof that a sanction is warranted and appropriate rests with the University.

f. A hearing on a proposed sanction shall not exceed one month unless extended by a majority vote of the panel. If the panel concludes that the University has met its burden of proof for a sanction and that the proposed sanction is appropriate, it will so report, with supporting reasons, to the University President. If the panel reaches an alternate conclusion, it will report its conclusion to the University President, with supporting reasons, and with recommendations for disposing of the matter.

g. A record of any sanction imposed on an employee shall be placed in the employee's personnel file.

h. Official sanctions may be issued only by the University President or her/his designee.

i. All sanctions imposed upon employees are subject to Article 17, Grievance Procedure. No sanctions shall be imposed upon employees except in accordance with the provisions of Article 14 or Article 5, Section 5.8.

ARTICLE 15

STAFF REDUCTION PROCEDURES

15.1. An employee may be laid off as a result of demonstrable financial exigency or demonstrable enrollment reduction, or as a result of a modification of curriculum or program instituted through established program review procedures. If financial exigency is asserted as the basis for a layoff, the financial exigency must be demonstrated to be university-wide.

15.2. a. If the Board decides it is necessary to lay-off teaching professionals or resource professionals, the employees in the level of organization to which the lay-off applies shall be laid off in the order listed below:

(1) Temporary and part-time employees;

(2) Full-time employees on probationary appointment, but without tenure;

(3) Tenured employees.

The factors which will be considered in light of the University's program needs in determining which, if any, employees will be retained are: length of full-time service at the University, including approved leaves; length of full-time service in the department, including approved leaves; educational qualifications; professional training; and experience.

b. If the Board decides it is necessary to lay-off academic support professionals described in Appendix B, employees will be laid-off in the order listed below:

(1) Temporary and part-time employees;

(2) Full-time employees.

The factors which will be considered in light of the University's program needs in determining which, if any, employees will be retained are: length of full-time service at the University, including approved leaves; length of full-time service in the position, including approved leaves; professional training relevant to the position; and experience.

15.3. No tenured employee shall be laid off for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.

15.4. Each University and the Board shall make a reasonable effort to locate other equivalent employment within the University and within the Board of Governors system for a laid-off employee prior to the effective date of her/his layoff. The results of such effort shall be made known to the person affected. The effort to locate other equivalent employment

shall include a review of the possibility of an assignment with duties in more than one unit, part-time employment, transfer to another unit or position pursuant to Article 12, or retraining pursuant to Article 26. A laid-off employee who accepts such other bargaining unit employment may, with Board approval, retain accumulated rights or benefits.

15.5. a. An employee with a probationary appointment shall be given the same notice in the event of a layoff as would be given in the event of nonrenewal of her/his appointment. A tenured employee shall be given notice of layoff at least one academic year beyond the academic year in which she/he is given notice of layoff. The notice requirements shall not apply in cases of extreme and immediate financial exigency.

b. An academic support professional shall be given the same notice in the event of a lay-off as would be given in the event of nonrenewal of her/his appointment.

15.6. a. Prior to the effective day of her/his layoff, an employee given notice of layoff may request a meeting with the appropriate University Vice President to establish: (1) the description of the employee's position at the time she/he was given notice of layoff and (2) the areas of bargaining unit employment for which the employee is qualified on the basis of training or experience. The appropriate University Vice President, in consultation with the employee, shall establish the description of the employee's position at the time she/he was given notice of layoff and the areas of bargaining unit employment for which the employee is qualified on the basis of training or experience.

b. Each University will maintain a list of employees who are laid off for a period of two years after the layoff. If an employee's position at the time she/he was given notice of layoff is reinstated during such period, the employee shall be sent notice of that fact at the employee's last known address and offered reemployment. It shall be the employee's responsibility to keep the University advised of the employee's current address. An offer made pursuant to this section must be accepted within 30 calendar days, such acceptance to take effect not later than the beginning of the academic term specified in the offer. If the offer is not accepted, the employee's name may be deleted from the list and, if so deleted, the Board and the University shall have no further obligation to the employee.

c. During the two-year period specified in Section 15.6.b. above, notices of bargaining unit employment opportunities at the University for which the employee is qualified shall be sent to the employee at her/his last known address. If the employee applies for consideration for any such employment opportunity, she/he shall be granted an interview. If the employee fails to apply for the opportunity within 15 days from the date the notice is sent to the employee, or if the employee is not offered reemployment, his/ her name shall remain on the layoff list for the remainder of the period specified in Section 15.6.b. above.

d. An employee who held a tenured position on the date of layoff shall resume tenure if the position is reinstated and an offer of reemployment in that position is accepted. An employee who has been laid off and who accepts reemployment in a bargaining unit position at a University shall, upon reemployment, be credited with any sick leave which the employee had accrued as of the effective date of layoff, and with any annual leave which the employee had accrued as of the effective date of layoff and for which the employee has not received payment. The salary of a laid-off employee who resumes employment in a bargaining unit position at the university shall be adjusted to reflect non-discretionary increases to which the employee would have been entitled if not laid off.

15.7. An employee who is laid off may continue to contribute toward and receive the benefits of any State or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State University Retirement System so permit.

ARTICLE 16

ACADEMIC PROGRAM ELIMINATION REVIEW COMMITTEE

16.1. Each University shall have an Academic Program Elimination Review Committee composed of and elected by University employees. The sole purpose of the Academic Program Elimination Review Committee shall be to provide recommendations to the appropriate University Vice President concerning academic programs being considered for elimination which would result in the layoff of an employee.

16.2. Each University Academic Program Elimination Review Committee shall:

a. be composed of no more than seven employees;

b. have representation from each college and major academic unit;

c. have staggered three-year terms;

d. be elected in an election conducted by the Faculty Senate at each University.

16.3. a. Each year the Academic Program Elimination Review Committee shall receive information on each program being considered by the appropriate University Vice President for elimination as part of the Board of Governors Annual Academic Program Review and which would result in the layoff of an employee. The information shall include:

(1) data on enrollment, majors, and course offerings;

(2) data on program costs.

b. The Academic Program Elimination Review Committee may request additional relevant information from the appropriate University Vice President.

16.4. In the process of developing its recommendations, the Committee shall review program costs and enrollment history; contributions of the program to the general education requirements, interdisciplinary and service functions, graduation requirements, and the University curriculum; and contributions of the program to the mission and goals of the University.

16.5. Before the University formally transmits its recommendations on program status to the Board, the Academic Program Elimination Review Committee shall make its recommendations to the appropriate University Vice President. The Committee's recommendations shall be included with the University's recommendations and sent to the Board in accordance with the Board's Annual Academic Program Review timetable.

16.6. A Board decision concerning the elimination of any academic program which would result in the layoff of an employee(s) shall be communicated to the employee(s) in the affected unit.

ARTICLE 17

GRIEVANCE PROCEDURE

17.1. **Purpose**

The Board and the Union encourage the informal resolution of grievances and agree that problems should be resolved before the filing of a grievance and encourage open communication so that resort to the formal grievance procedure will not normally be necessary. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the grievances of employees.

17.2. **Resort to Other Procedures**

If prior to filing a grievance hereunder, or while a grievance proceeding is in progress, an employee seeks resolution of the matter in any other forum, whether administrative or judicial, the Board or any University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. Further, since the Board and the Union do not intend that this grievance procedure be a device for appellate review, a response by the Board or its representatives, or by any University or its representatives, to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not give rise to a grievance under this procedure.

17.3 **Definitions**

a. The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, subject to those exclusions appearing in other Articles of this Agreement.

b. The term "grievant" shall mean an employee or group of employees in a dispute over a term or provision of this Agreement as it relates to them, or the Union in a dispute over a term or provision of this Agreement as it relates to the Union as an organization.

17.4. **Representation**

The Union may, with the consent of the employee, represent an employee in a grievance filed under this Article. An employee may also represent himself or herself in a grievance at Step One filed under this Article. If an employee chooses to represent himself or herself, he or she shall so inform the Union and the University with which the grievance is filed at the time of filing. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement and for this purpose the Union shall have the right to have an observer present at all meetings called for the purpose of discussing grievances. The Union grievance officer shall be notified at least 24 hours in advance of any such meeting.

17.5 **Grievance Representatives**

Within 30 days after the execution of this Agreement, the Union shall furnish to the Board a list of all persons authorized to act as grievance representatives at each University and shall update the list as changes occur. A grievance representative shall be an employee of the University and shall have the responsibility to meet classes, office hours, and other assigned duties and responsibilities. If the responsibilities of a Union grievance representative require rescheduling of the representative's University duties, the representative may, with the approval of the appropriate University Vice President, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

17.6. **Appearances**

If it is necessary for an employee to participate in a grievance or arbitration proceeding during working hours, the employee's salary shall neither be reduced nor increased for time spent in such activities. Prior to participation in any such proceeding, the employee shall make arrangements acceptable to the appropriate University Vice President for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld.

17.7. **Grievance Forms**

All grievances and requests for review must be submitted in writing on forms as attached to this Agreement as Appendices C, D, and E, and shall

be signed by the grievant. Except for the initial filing of the grievance, if there is a difficulty in meeting any time limit, the Union representative may sign such documents for the grievant and later file a copy signed by the grievant.

17.8. **Compliance with Procedure**

All grievances must be filed in accordance with the procedures in this Article. The Board or the University with which a grievance is filed shall be under no obligation to process or consider a grievance which is not filed in accordance with the procedures of this Article.

17.9. **Procedure for Handling Grievances**

a. System Grievances

A grievance of employees at two or more Universities which involves the same issue shall be initiated with the Board's Chancellor at Step Two within the time limit for filing a grievance specified in Section b. below.

b. Step One

(1) A grievance shall be filed with a University President within 30 days following the date of the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later. In the written grievance which is filed, the grievant may, for the purpose of seeking informal resolution of the grievance, request the postponement of any action in processing the grievance formally for a period of up to 30 days. If such a request is made, it shall be granted. Upon the grievant's written request, additional 30 days extensions will be granted unless to do so would impede the resolution of the grievance. During a postponement period, the University President shall, upon request, arrange an informal conference between the appropriate University representative(s) and the grievant. The grievant may terminate the postponement period at any time by giving written notice to the University President that the grievant wishes to proceed with the Step One meeting provided for below. If the postponement period, or any extension thereof, expires without such written notice, the grievance shall be deemed informally resolved to the grievant's satisfaction and need not be processed further.

(2) The University President shall conduct a meeting with the grievant and the Union representative no later than 15 days following (a) receipt of the grievance if no postponement is requested or (b) receipt of written notice that the grievant wishes to proceed with the Step One meeting.

In advance of the Step One meeting, the grievant shall have the right upon request to a copy of any existing identifiable documents relevant to the grievance. At the Step One meeting,

the grievant shall have the right to present any evidence in support of the grievance. The University President shall issue a written decision, stating the reasons therefor, within 20 days following the conclusion of the meeting. In the event the decision at Step One refers to documents not requested or presented, copies of such documents shall be attached to the decision. Only those acts or omissions and terms or provisions of the Agreement identified at Step One may be considered at subsequent steps.

c. Step Two

If the grievance is not satisfactorily resolved at Step One, the Union may, upon the request of the grievant, file a written request for review with the Board's Chancellor within 20 days following receipt of the Step One decision. The Board's Chancellor and the representative of the grievant shall schedule a conference for the purpose of reviewing the matter no later than 15 days following receipt of the request for review. The Board's Chancellor shall issue a written decision, stating the reasons therefor, within 20 days following the conclusion of the review conference.

d. Step Three

If the grievance is not satisfactorily resolved at Step Two, the Union may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the Board's Chancellor within 30 days after receipt of the Step Two decision and shall be signed by the grievant and the Union President.

e. Withdrawal of Grievance

A grievance may be withdrawn at any time by the grievant, or by the Union representative at any point during Step Two or Three.

17.10. **Arbitration Procedure**

a. Selection of an Arbitrator

Representatives of the Board and the Union shall meet within 90 days after the execution of this Agreement for the purpose of selecting an Arbitration Panel of no more than 15 members. Within 14 days after receipt of a notice of intent to arbitrate, representatives of the Board and the Union shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The right of the first choice to strike from the list shall be determined by the flip of a coin. If the parties are unable to agree to a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel.

b. Authority of the Arbitrator

(1) The arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s). The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

(2) Where an administrator has made an academic judgment, such as a judgment concerning application of evaluation criteria in decisions on retention, promotion, or tenure, or a judgment concerning the academic acceptability of a sabbatical proposal, the arbitrator shall not substitute her/his judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back salary where the arbitrator determines that the employee is not receiving the appropriate salary from the University but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate and that the notice was given so late that (a) the employee was deprived of reasonable opportunity to seek other employment or (b) the employee actually rejected an offer of comparable employment which the employee otherwise would have accepted.

An arbitrator's decision awarding employment beyond the sixth year shall not entitle the employee to tenure. In such case the employee shall serve during the seventh year without further right to notice that the employee will not be offered employment thereafter.

c. Arbitrability

In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the arbitrator has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at the time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed.

d. Conduct of Hearing

The arbitrator shall hold the hearing in the city where the grievant is employed unless otherwise agreed to by the parties. The hearing shall commence within 21 days of the arbitrator's acceptance of selection, or as soon thereafter as is practicable, and the arbitrator shall issue the decision within 30 days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issue(s) submitted. Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

e. Effect of Decision

The decision or award of the arbitrator shall be final and binding upon the Board, the Union, and the grievant to the extent permitted by and in accordance with applicable law and this Agreement.

f. Fees and Expenses

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Any party desiring a transcript of the proceedings shall bear the cost. The cost of any transcripts required by the arbitrator shall be divided equally between the parties.

17.11. **Miscellaneous Provisions**

a. Settlement Implementation

All formal grievance settlements shall specify a time by which the settlement shall be implemented. The time limit may be extended by mutual agreement between the Board's Chancellor and the Union President.

b. Time Limits

All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the Board's Chancellor and the Union President. Upon failure of the Board's Chancellor or a University President to provide a decision within the time limits provided in this Article, the Union may appeal to the next step. Upon the failure of the Union to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

c. Notification

All grievances, request for review, notices, and decisions shall be transmitted in person or by certified or registered mail, return receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice or decision, the date of receipt shall be determinative.

d. Precedent

No complaint informally resolved or grievance resolved at either Step One or Two shall constitute a precedent for any purpose unless agreed to in writing by the Board's Chancellor and the Union President.

e. Retroactivity

An arbitrator's award may be retroactive as the equities of a case may demand, but in no case shall an award, including an award of back salary, be retroactive to a date earlier than 30 days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

f. Processing

The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the Board from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment. In no event shall any employee, as a result of a pending grievance, receive compensation following cessation of employment.

g. Reprisal

No reprisal of any kind will be made by the Board or Union against any grievant, witness, or other participation in the grievance procedure by reason of such participation.

h. Records

All written materials pertinent to a grievance shall be filed separately from the personnel file of the grievant or witness, except decisions resulting from arbitration or settlement.

ARTICLE 18

UNION RIGHTS

18.1. Use of Facilities

a. Subject to and in accordance with University policies on the use and scheduling of physical facilities, including payment of charges established by the University for the use of such facilities, the Union may use the physical facilities of a University, except for student residential facilities.

b. The Union may use services of a University in accordance with University policies on the use of such services, including payment of charges established by the University.

18.2. Provision of Materials

Prior to each regular or special meeting of the Board, a copy of each of the following materials will be transmitted to the Union President, the UPI/BOG Council Executive Vice President, and to the Chapter Presidents at each University: (a) the agenda for the meeting; (b) the report of the Chancellor to the Board, if a written report is made; and (c) the reports of the President of each University to the Board, if written reports are made. The materials will be transmitted to the Union President, the UPI/BOG Council Executive Vice President, and the Chapter Presidents at the same time such materials are transmitted to other recipients.

18.3. Reassigned Time

a. The UPI/BOG Council Executive Vice President, the Chapter President at each University, the Grievance Officer at each University, the two System Grievance Officers, the Secretary-Treasurer, the Legislative Director, and the assistant to the UPI/BOG Council Executive Vice President shall be granted reassigned time for the purpose of conducting Union business related to the administration of this Agreement. Such reassigned time shall be granted in accordance with terms agreed upon by the Board and the Union.

b. Nothing in Article 5, Leave Without Salary, shall be construed to prevent the granting of a leave without salary to three employees designated by the Union for the purpose of conducting Union business related to the administration of this Agreement. Application for such leaves must be submitted at least two months prior to the starting date of the requested leave to the President(s) of the employing University(ies). The leaves will be granted for a period not to exceed the term of this Agreement.

c. Designated employees as described above shall not be considered representatives of their respective University for any activities on behalf of employees or UPI.

18.4. Bulletin Boards

a. The Union may post materials on University bulletin boards. The Union must be clearly identified on the face of any posted material. The Union shall assume all costs associated with any posted material. Posted material shall bear the date of posting and may be removed by University representatives after having been posted for a period of 21 calendar days unless the University grants permission for a longer posting.

b. The Union shall indemnify, defend, and hold the board, its agents, and employees harmless against any claim, demand, suit or form of liability arising as a result of the posting of any Union materials on University bulletin boards in accordance with the provisions of this Article. Materials which are not posted in accordance with the provisions of this Article may be removed by University representatives.

ARTICLE 19

FACILITIES AND EQUIPMENT

19.1. In accordance with applicable law and policy, the Board will seek to provide adequate equipment and materials, and adequate instructional, office, and laboratory facilities.

19.2. In accordance with University policy, an employee may obtain entry to her/his office during periods when the building in which the office is located is closed.

ARTICLE 20

DUES CHECKOFF

20.1. In accordance with the State Salary and Annuity Withholding Act (Ch. 127, Sec. 354, Illinois Revised Statutes), and except as limited below, the Board agrees that each University will deduct Union membership dues, in an amount established by the Union and certified in writing by the Union's treasurer to the Board's Chancellor, from the salary of each employee who gives the University written authorization to make such deduction. Deductions will be made in each pay period beginning with the first full pay period commencing at least seven calendar days following receipt by the University of the dues deduction authorization.

20.2. Dues deducted will be remitted to the Union treasurer or other official designated in writing by the Union as soon as payroll warrants are prepared and verified. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

20.3. Any authorization to withhold Union dues from the salary of an employee shall terminate and such withholding shall cease upon the happening of any of the following events: (a) termination of the employee's employment; (b) written notice by the employee to the appropriate University of cancellation of the authorization; (c) expiration of the time during which such withholding was authorized; or (d) when the total amount authorized to be withheld has been so withheld.

20.4. Neither the Board nor any University shall be under any obligation to make any deductions for dues if any employee's pay within any pay period, after deductions for withholding tax, State Universities Retirement System, State insurance and other mandatory deductions required by law is less than the amount of authorized deductions. In such event, it will be the responsibility of the Union to collect its dues for that pay period directly from the employee.

20.5. The Union shall give written notice to the Board's Chancellor of any changes in its dues at least thirty days prior to the effective date of any such change. If any change in Union dues requires extensive modification of the computer programs used in processing Union dues deductions, the Union shall, upon request of the Board's Chancellor, pay an amount not to exceed six hundred (600) dollars.

20.6. The Union shall indemnify, defend, and hold the Board, its members, officials, agents or representatives or the Universities, their employees, agents, or representatives harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Board, its members, officials, agents, or representatives or the Universities, their employees, agents, or representatives in complying with this Article or in reliance on any notice, letter, or written authorization forwarded to the Board or any University pursuant to this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of employees for Union dues by any University once the University has remitted such monies to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the appropriate University any funds received pursuant to this Article which are in excess of the amount of dues which the University has agreed to deduct.

20.7. Nothing in this Article shall require any University to deduct Union fines, penalties, or special assessments from the salary of any employee.

20.8. Neither the Board nor any University shall be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting authorized deductions for Union dues from the salaries of employees who authorize such deductions.

ARTICLE 21

MINUTES, POLICIES, AND BUDGETS

The Board will have a copy of each of the following documents placed in the reference section of the main library of each University as soon as the documents are available:

a. The approved minutes of the meetings of the Board.

b. Published policies of the Board.

c. Published University-wide policies of the University which affect employees.

d. The internal operating budget of the University.

e. The University's Resource Allocation Management Plan.

ARTICLE 22

MANAGEMENT RIGHTS

22.1. The Board retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize, and maintain each University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations, and practices in furtherance thereof.

22.2. The Board's exercise of its rights, powers, privileges, duties, responsibilities, and authority and the adoption by the Board of policies, rules, regulations, and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement.

22.3. Neither the Union nor the Board waive the rights guaranteed them under the Illinois Educational Labor Relations Act.

ARTICLE 23

NO STRIKE OR LOCKOUT

The Board agrees that there will be no lockout at any University during the term of this Agreement. The Union agrees there will be no strike by itself and that it will not authorize or encourage any strike by any employees during the term of this Agreement.

ARTICLE 24

SEVERABILITY

24.1. In the event any provision of this Agreement: (a) shall at any time be contrary to law; or (b) is found to be invalid by operation of law or by a decision of a tribunal of competent jurisdiction; or (c) is rendered invalid by reason of subsequently enacted legislation; or (d) if compliance with or enforcement of any provision should be restrained by a tribunal of competent jurisdiction pending a final determination as to its validity, then the provision or provisions shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

24.2. If a provision of this Agreement is rendered ineffective for any of the reasons specified above, the Board and the Union shall, within 30 calendar days thereafter, commence negotiations to seek resolution of any problem caused thereby.

ARTICLE 25

MISCELLANEOUS PROVISIONS

25.1. **Totality**

The Board and Union acknowledge that during the negotiations which resulted in this Agreement, both parties had the unlimited opportunity to present all demands and proposals and that this Agreement shall constitute the entire Agreement between the parties for its duration.

25.2. **Amendment and Modification**

Nothing herein shall preclude the Board and Union from mutually agreeing to amend or modify any of the provisions of this Agreement. In the event the Board and Union negotiate a mutually acceptable amendment or modification of this Agreement, the amendment or modification shall be put in writing and become a part of this Agreement upon ratification by both parties.

25.3. **Conflict with Policies or Regulations**

If there is a conflict between an existing Board or Univeristy policy or regulation and an express term or provision of this Agreement, the term or provision of this Agreement shall apply.

25.4. **Availability of Agreement**

The Board agrees to provide each employee in the bargaining unit with a copy of the Agreement and to provide a copy to each new employee upon hiring.

ARTICLE 26

COMPENSABLE FRINGE BENEFITS

26.1. a. The following Section shall apply only to tenured/tenure track employees: 26.2, Sabbatical Leave.

b. The following Section shall apply only to academic support professionals: 26.3, Administrative Educational Leave.

c. The following Sections shall apply to tenured/tenure-track employees and academic support professionals: 26.4., Retraining Leave; 26.5, Parental Leave; 26.6, Annual Leave, and 26.7, Military Leave.

d. The following Sections shall apply to all employees: 26.8, Sick Leave (as limited by sub-section); 26.9, Professional Meetings and Work-Related Travel; 26.10, Funeral Leave; 26.11, Leave for Court-Required Service; 26.12, Educational Benefits; 26.13, Employee Assistance Program; 26.14, Benefits While on Compensated Leave; and 26.15, Previously Accrued Leave.

26.2. Sabbatical Leave

a. Eligibility

A sabbatical leave is granted at the discretion of the University President. An employee may receive a sabbatical leave from a University only after completing at least five years of full-time service at the University. A sabbatical leave shall not be awarded to the same employee more than once every seven academic years and sabbatical leave time shall not be cumulative.

b. Uses

A sabbatical leave may be used for the purpose of acquiring new professional skills and updating existing professional skills as well as for research.

c. Quota

The sabbatical leave quota for each University shall be determined at the beginning of each academic year. The quota shall be one sabbatical leave for each 17 employees, or major fraction thereof. If the number of sabbatical leaves generated for a given academic year exceeds the number of proposals for sabbatical leave by employees eligible for consideration for such leave, the maximum available for award in such year shall be equal to the number of proposals.

d. Procedures

Sabbatical leave proposals shall be reviewed and processed according to procedures established at each University. The University President may deny a request for sabbatical leave because the sabbatical proposal is academically unacceptable. In the event that such a denial is made, upon request made within ten working days after receipt of such denial, the University President shall provide a written explanation for the denial to the employee who submitted the proposal.

e. Priority

If the number of academically acceptable sabbatical leave proposals exceeds the number of available sabbatical leaves at a University, priority of award shall be determined on the basis of years of service at the University or years since the last sabbatical. If an employee has never had a sabbatical from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an employee has had a sabbatical from the University, her/his priority shall be determined on the basis of the numbers of years since her/his last sabbatical.

f. Term

(1) The term of sabbatical leave shall be either one academic term at full pay or two academic terms at half pay. Each academic year, 75 percent of the total sabbatical leaves available for award at each University shall be available for award for one academic term at full pay. If application of the 75 percent ratio results in a major fraction, the fraction shall be rounded up to the next highest whole number.

(2) If an academic employee receives a grant in connection with a sabbatical leave, the duration of the sabbatical may be adjusted by the University President to coincide with the provisions of the grant.

g. Conditions

(1) Each employee who is granted a sabbatical leave shall agree to serve at the University for at least one academic year after the completion of the sabbatical and shall give a judgment note to the University for the amount of the sabbatical leave, said judgment note to be cancelled at the end of the required year of service or at the death or permanent disability of the employee.

(2) Each employee who is granted a sabbatical leave shall inform the University of other salaries, grants, fellowships, or financial support which the employee anticipates receiving or does receive for the period of the leave.

h. Report of Sabbatical Leave

By the end of the first academic term following return to the University from sabbatical leave, an academic employee shall file a written account of sabbatical activities and accomplishments with the appropriate University Vice President.

i. Miscellaneous

(1) Time spent by an employee on a sabbatical leave will be credited for the purpose of determining eligibility for promotion.

(2) Time spent by an employee on a sabbatical leave will be credited for the purpose of determining eligibility for tenure only if approved by the University President. An employee may elect not to credit such time for the purpose of determining eligibility for tenure. By the end of the first academic term following return to the University from sabbatical leave, an employee must indicate in writing to the appropriate University Vice President whether the employee wishes time spent on sabbatical leave to be credited for the purpose of determining eligibility for tenure.

26.3. Administrative Educational Leave

a. Eligibility

An Administrative Educational Leave is granted at the discretion of the University President. An employee may receive an Administrative Educational Leave only after completing at least five years of full-time service at the University. An administrative educational leave shall not be awarded to the same employee more than once in every seven academic years and administrative educational leave time shall not be cumulative.

b. Uses

Administrative Educational Leave may be used for the following purposes:

(1) study and research;

(2) professional growth related to the academic staff professional's responsibilities as described in the official job description.

c. Availability

The number of Administrative Educational Leaves shall be determined at the beginning of each academic year. The number shall be one Administrative Educational Leave for each 25 employees, or major fraction thereof, provided that at each University there shall be at least one Administrative Educational Leave every two years.

d. Procedures

Administrative Educational Leave proposals shall be reviewed according to procedures established at each University. The University President may deny a request for an Administrative Educational Leave on the grounds that the proposal does not advance the goals of the University or the professional development of the applicant. Within ten working days of a notice of denial, the University President, upon written request of the applicant, shall provide a written explanation for the denial to the employee who submitted the proposal.

e. Priority

If the number of acceptable Administrative Educational Leave proposals exceeds the number of available Administrative Educational Leaves at a University, priority of award shall be determined on the basis of years of service at the University or years of service since the last Administrative Educational Leave. If an employee has never had an Administrative Educational Leave from the University, her/his priority shall be determined on the basis of years of full-time service at the University. If an employee has had an Administrative Educational Leave from the University, her/ his priority shall be determined on the basis of the number of years since her/his last Administrative Educational Leave.

f. Terms

Salary payments during Administrative Educational Leave shall be: one-half pay if leave is granted for a full year; full pay if leave is granted for one-half year.

g. Conditions

The academic support professional shall, prior to the granting of Administrative Educational Leave, enter into a written agreement with the Board that upon termination of such leave the academic support professional will return to the University for a full year and that, in default of completing such service, will refund to the University, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of salary received while on leave as agreed bears to the whole amount of service agreed to be rendered. Such written agreement will be cancelled at the end of the required year of service, or upon the non-retention, death, or permanent disability of the employee.

26.4. Retraining Leave

a. The University President, at her/his discretion, may grant a retraining leave to an eligible employee for the purpose of acquiring new skills for the benefit of the University.

b. Each University will establish procedures for submission of applications for retraining leaves. Applications shall specify the

purpose, method, and timetable of the retraining leave. Applications submitted pursuant to Article 15, Staff Reduction Procedures, shall be considered at any time. If successful completion of a retraining leave might lead to transfer of the applicant to a specific department in the University, the University President will provide that department an opportunity to discuss the retraining leave proposal.

c. The term of a retraining leave may be for a period of up to 12 months. Retraining leaves may be renewed at the discretion of the University President. Compensation for retraining leaves shall be at no less than half pay.

d. Each employee who is granted a retraining leave shall agree to serve at a University for at least one academic year after the completion of the leave and shall give a judgment note to the Board of Governors for the amount of the retraining leave, said judgment note to be cancelled at the end of the required period of service or at the death or permanent disability of the employee.

e. Upon completion of a retraining leave an employee shall file a written account of retraining activities and accomplishments with the appropriate University Vice President. If after successful completion of a retraining leave, an employee is transferred to another department, her/his transfer shall be made in accordance with the provisions of Article 12, Transfer.

f. There shall be no evaluation of an employee for the purpose of retention during the period of a retraining leave.

g. Time spent by an employee described in Appendix A on a retraining leave will be credited for the purpose of determining eligibility for promotion.

h. Time spent by an employee described in Appendix A on a retraining leave will be credited for the purpose of determining eligibility for tenure only if approved by the University President. At the time of application, an employee must indicate in writing to the University President whether the employee wishes the time spent on a retraining leave to be credited for the purpose of determining eligibility for tenure. Upon request, the University President will provide a written explanation within ten working days to an employee whose request to credit the time spent on a retraining leave for the purpose of determining eligibility for tenure has been denied. If the employee believes such a request has been arbitrarily and capriciously denied, she/he may file a grievance under Article 17, Grievance Procedure. The sole question to be decided in any such grievance shall be whether the denial was arbitrary and capricious.

26.5. Parental Leave

A tenured/tenure-track employee, or academic support professional may use up to 20 days of earned sick leave per academic year for parental leave upon the birth or adoption of a child of the employee. Requests

for parental leave of more than ten days shall be submitted to the appropriate University Vice President 30 days in advance, except in cases of emergency. Non-emergency requests for parental leave of more than ten days shall be subject to the consideration of maintaining efficiency of operations. Such requests shall not be unreasonably denied.

26.6. **Annual Leave**

a. Any employee who is employed on a 12-month contract shall earn annual leave at the rate of two days per month during each month or major fraction thereof of service in full-pay status. No other employee shall earn or receive annual leave. An employee who is employed on a 12-month contract may accrue annual leave during the term of employment at a University up to a maximum of 48 days. An employee who has accrued the maximum will earn no further annual leave until the employee's use of annual leave reduces the accrual below the maximum. An employee who is required to work on a special assignment may, at the discretion of the University President, or her/his designee, be permitted to earn up to 12 days of annual leave beyond the maximum of 48 days. Such additional annual leave must be used within 12 months after the employee completes work on the special assignment. Upon cessation of employment with the Board, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued annual leave. Annual leave days eligible for lump sum payment shall be computed by determining the number of days, or fractions thereof, accrued by the employee and subtracting any days, or fractions thereof, used by the employee.

b. Annual leave shall be earned before being taken. All requests for annual leave in excess of three days shall be submitted to the employee's department head at least 30 days in advance of the date on which the employee wishes to begin leave.

c. A response shall be given within seven days to a request for annual leave in excess of three days. Approval of the dates on which an employee wishes to take annual leave shall be at the discretion of the appropriate University Vice President and shall be subject to the consideration of maintaining efficiency of operations. A request for annual leave shall not be unreasonably denied.

d. Deductions of annual leave shall not be made for any Board-approved holiday. Days when a University is officially closed for business may be used for unscheduled professional activities by tenured/tenure-track employees with 12-month periods of appointment.

26.7. **Military Leave**

a. A tenured/tenure-track employee, or an academic support professional who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be granted leave for any period actively spent in such military service, while under contract, including:

(1) basic training;

(2) special or advanced training, whether or not within the State, and whether or not voluntary; and

(3) annual training.

b. During leaves for annual training, the employee while under contract shall continue to receive his or her regular compensation. During leaves for basic training and up to 60 calendar days of special or advanced training, if such employee's compensation for military activities is less than his or her compensation as an employee, he or she shall receive his or her regular compensation as an employee minus the amount of his or her base pay for military activities. The deduction of military pay from the salary of an employee shall be reflected in the first payroll prepared after verification of the amount of the employee's military pay.

c. A member of the National Guard (or other State military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a compbined salary from the University and the military equal to, but not exceeding the employee's pro rata daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the employee from the University, the employee may elect to accept the higher rate in which instance the employee shall receive no compensation from the University. The amount of compensation received for temporary active duty shall be reported to the University within 30 days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made on the next regular payroll. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with Sections a. and b.

26.8. Sick Leave

a. (1) An employee who has accrued sick leave at a University shall, for purposes of this Agreement, be credited with such accrual as of the effective date of this Agreement. If the accrual exceeds 300 work days, the employee shall earn no further sick leave until the employee's use of sick leave reduces the employee's accrual below the maximum of 300 work days specified in Subsection a.(2) below.

(2) An employee may accrue sick leave during the terms of employment at a University up to a maximum of 300 work days. An employee who accrues the maximum will earn no further sick leave until the employee's use of sick leave reduces the accrual below the maximum.

b. (1) This paragraph shall apply to tenured/tenure-track employees. During the first three years of employment in the Board of Governors system, an employee shall earn sick leave at the rate

of 20 work days per academic year or 1.75 work days for each month, or major fraction thereof, of service under the employee's contract, whichever is greater. Thereafter, the employee shall earn sick leave at the rate of 1.75 work days for each month, or major fraction thereof, of service under the employee's contract, irrespective of the term of the employee's contract. During the first three years of employment in the Board of Governors system, sick leave will be credited to employees at the beginning of each academic year. Thereafter, sick leave shall be earned on a monthly basis.

(2) This paragraph shall apply to academic support professionals. An academic support professional, while in pay status, shall earn non-cumulative sick leave at the rate of 10 days per year of employment, which shall be credited to the employee at the beginning of the employment year, starting with the first year of employment. An academic support professional, while in pay status, shall earn cumulative sick leave at the rate of 1.5 days per month. An employee on a part-time appointment shall earn sick leave on a pro rata basis.

(3) This paragraph shall apply to employees on temporary appointments. A full-time employee on a temporary appointment shall earn sick leave equivalent to one day of sick leave per month of appointment. The employee shall be credited at the beginning of her/his appointment with the appropriate number of sick days. Part-time temporary employees shall earn sick leave on a pro rata basis. Temporary employees shall not receive any benefit for unused sick leave at the end of the academic year or at the end of their appointment, whichever is earlier.

c. Sick leave may be used for injury or illness of an employee, including temporary disabilities caused or contributed to by pregnancy. An employee may use up to five days of earned sick leave per academic year for absences resulting from the illness or injury of a parent, spouse, or child. Upon approval of the appropriate University Vice President, an employee may use additional accrued sick leave for such absences.

d. Sick leave must be taken in units of no less than one-half day.

e. Sick leave may be used only during the term of an employee's period of appointment.

f. Deductions of sick leave shall not be made during any Board approved holiday. One day of sick leave shall be deducted for each day the employee is absent because of injury or illness. No more than five days of sick leave shall be deducted in any one calendar week.

g. An employee of one University who accepts employment at another University shall, if the employee's break in service does not exceed two years, be allowed to transfer any accrued sick leave from one University to the other if the employee has not received a lump sum payment for accrued sick leave. If the employee has received a lump

sum payment for accrued sick leave, only accrued sick leave which was earned before January 1, 1984 may be transferred; restoration of accrued sick leave which was earned after December 31, 1983 shall be governed by Section 26.8.h.(3.) of this Agreement.

h. (1) Upon cessation of employment with the Board, an employee, or such employee's estate, shall be entitled to a lump sum payment for accrued sick leave earned on or after January 1, 1984.

(2) The lump sum payment for accrued sick leave shall be computed as the product of the employee's daily rate of compensation and one-half of the lesser of the following: (1) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Section 26.8.b. above minus any days, or fractions thereof, of accrued sick leave used by the employee; or (2) the number of days, or fractions thereof, of accrued sick leave earned by the employee in accordance with Section 26.8.b. above after December 31, 1983. Accrued sick leave days shall be used in the order in which they have been accrued.

(3) An employee who has received a lump sum payment for accrued sick leave in accordance with this Section and who, within two years of the cessation of his or her employment with the Board is reemployed by the Board, may have his or her accrued sick leave restored if, within 30 days after the commencement of such reemployment, the employee repays said lump sum payment to the Board for the benefit of the University at which accrued sick leave is restored. For each day of sick leave to be restored, the employee shall repay the gross amount he or she was paid for one day of accrued sick leave. An employee may have part or all of his or her accrued sick leave restored in this manner; however, if the employee does not make any such repayment to the Board, he or she shall not be entitled to have any such sick leave so restored.

i. Upon recommendation of the appropriate University Vice President, a University President may grant a tenured or tenure track employee, or academic support professional a leave with full pay for a period not to exceed 60 calendar days, if the employee: (1) has completed at least three full academic years of service at the University, (2) has exhausted all sick leave benefits under the terms of this Agreement; (3) is a participant in the State Universities Retirement System; and (4) is entitled to and has applied for disability benefits under the State Universities Retirement System.

j. Nothing herein shall be construed to prevent or limit a University from requiring appropriate verification, or from taking action on the results of such verification, of the legitimacy of the use of sick leave by an employee where the University has reason to doubt the legitimacy of such use.

26.9. **Professional Meetings and Work-Related Travel**

a. An employee's expenses in connection with approved professional meetings or activities may be reimbursed in accordance with University policy.

b. An employee shall receive a reimbursement for authorized travel required by the employee's work assignment in accordance with University policy.

26.10. **Funeral Leave**

Leave with pay of up to five days per occurrence will be granted to an employee for the purpose of attending a funeral or memorial service for a deceased member of the employee's immediate family or a deceased relative. Funeral leave may only be used during the term of an employee's contract. Funeral leave may not be accrued. Upon approval of the appropriate University Vice President, an employee may use accrued sick leave for funeral leave requirements in excess of five days.

26.11. **Leave for Court-Required Service**

An employee who is summoned for jury duty or subpoenaed as a witness before a court of competent jurisdiction or as a witness in a proceeding before any federal or state administrative agency shall be granted leave with pay and any jury or witness fees may be retained by the employee provided that no employee shall be given leave with pay for (a) appearing as a party in a non-job related proceeding involving such employee, (b) appearing as an expert witness when the employee is compensated for such appearance, or (c) appearing as a plaintiff or complainant in a proceeding in which the Board or any University is a defendant or respondent.

26.12. **Educational Benefits**

a. A full-time teaching, resource, or academic support professional may enroll for credit at any University for a maximum of two courses, or six credit hours, whichever is greater, in any one academic term with exemption from the payment of tuition and fees.

b. A part-time temporary teaching or resource professional, or a part-time academic support professional, may enroll for credit at any University for a maximum of one course, or three credit hours, whichever is greater, in any academic term during which she/ he is employed, with exemption from the payment of tuition and fees.

c. The natural, adopted, foster, or step-children, or the spouse of any employee who dies while in service shall be entitled to a waiver of tuition and fees up to and including the baccalaureate degree at any University. Should both parents be employees, the death of one parent makes the child eligible for a waiver. Children of divorced employees are eligible if the deceased employee had been contributing to their support.

d. In accordance with the Letter of Agreement between the Board and the Union, a task force will be constituted for the purpose of examining the feasibility of providing that in any academic term in which an employee chooses not to enroll for courses pursuant to paragraphs a. and b. above, the natural, adopted, foster, or step-child or the spouse of the employee may enroll for credit at any University for courses to which the employee would be entitled under the provisions of this Agreement. The task force will be composed of faculty and administrative personnel and will complete its study in time to make a report to the Union and Board negotiating teams prior to the beginning of 1986 negotiations. The report of the task force will be a subject of negotiations in 1986.

26.13. **Employee Assistance Program**

The Board shall study the feasibility of providing an Employee Assistance Program referral service. The Union shall be consulted during the study in a manner to be agreed upon by the Board of Governors Chancellor and the Union President. The study shall be completed no later than March 1, 1986.

26.14. **Benefits While on Compensated Leave**

a. An employee on compensated leave may continue to contribute toward and receive the benefits of any state or Board insurance program and may continue to contribute toward and receive retirement credit in the State Universities Retirement System if the laws, rules, regulations, policies, and procedures governing the administration of such insurance programs or the State Universities Retirement System so permit.

b. Upon return to the University from a compensated leave, an employee's salary shall be adjusted to reflect nondiscretionary increases which the employee would have received if not on leave.

26.15. **Previously Accrued Leave**

a. If an employee who has accrued annual leave moves into a position in which annual leave is not earned, the employee will be paid for the unused accrued annual leave at the employee's current rate of compensation at the time the employee moves into the new position.

b. If an employee has accrued cumulative sick leave and moves into a position in which sick leave is not accrued, that employee's accrued cumulative sick leave will be maintained on the University's records until the employee moves into a position in which sick leave may be accrued, at which point the employee shall be credited with previously accrued sick leave days, or until the employee leaves the employment of the University, at which point the employee shall be entitled to a lump sum payment in accordance with Section 26.8.h.

ARTICLE 27

SALARY

27.1. Basic Increase

This Section applies to all employees.

a. Effective September 1, 1985 the Board will grant each eligible tenured/tenure-track employee and each eligible temporary employee a salary increase equal to 8 percent of the employee's 1984-85 basic monthly salary.

b. Effective July 1, 1985, the Board will grant each eligible academic support professional a salary increase equal to 8 percent of the employee's 1984-85 basic monthly salary.

c. The amount of any merit increase awarded to an employee between September 1, 1984 and August 31, 1985, pursuant to Article 26, Section 26.5., of the 1984-85 collective bargaining agreement by and between the Board and Union shall not be included as part of the employee's 1984-85 basic monthly salary for purposes of this section.

27.2. Promotional Increase

This Section applies to tenured/tenure-track employees.

In addition to the salary increase specified in Section 27.1., the Board will grant a salary increase of $100 per month, effective September 1, 1985 to each eligible employee who has been promoted from one academic rank to another during the 1984-85 academic year and whose promotion is to become effective with the beginning of the 1985-86 academic year.

27.3. Completion of Degree

This Section applies to tenured/tenure-track employees.

a. In addition to the salary increases specified in Section 27.1. and 27.2., the Board will grant a salary increase of $90 per month, effective September 1, 1985, to each eligible employee: (1) who completes all requirements for her/his first terminal degree from an accredited graduate school during the period of September 1, 1984 to August 31, 1985; (2) who presents satisfactory evidence thereof to the appropriate University Vice President by November 1, 1985; and (3) who has not previously received a salary increase for completion of the degree.

b. In addition to the salary increases specified in Section 27.1. and 27.2., the Board will grant a salary increase of $90 per month, effective January 1, 1986, to each eligible employee: (1) who completes all requirements for her/his first terminal degree from an

accredited graduate school during the period of September 1, 1985 to December 31, 1985; (2) who presents satisfactory evidence thereof to the appropriate University Vice President by March 1, 1986; and (3) who has not previously received a salary increase for completion of the degree.

c. The terminal degrees for which the increases specified in paragraphs a. and b. above will be granted are the Doctoral degree, MFA degree, or the MLS degree with an additional Master's degree. A degree in Fine Arts or Library Science from an accredited graduate school which is recognized by the granting institution and the major professional association in the relevant field or discipline as the academic equivalent of an MFA degree or MLS degree will be treated as the equivalent for the purpose of the increases specified in paragraphs a. and b. above.

d. The increase specified in paragraphs a. and b. above will also be granted to each employee who, during the specified period, completes all of the requirements for the MSW degree. A degree in social work from an accredited graduate school which is recognized by the granting institution and the major professional association in the field of social work as the academic equivalent of the MSW degree will be treated as the equivalent for the purposes of the increase specified in paragraphs a. and b. above.

e. The increases specified in paragraphs a. and b. above will also be granted to each teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980, and: (1) who at the beginning of the period specified in paragraphs a. and b. above has completed at least 30 semester hours, or the equivalent, of graduate study in an appropriate discipline and who during the period completes a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline in addition to the 30 hours or equivalent; or (2) who at the beginning of the period specified in paragraphs a. and b. above has a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline and who during the period completes 30 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The question of whether a Doctoral degree was offered in the United States as of September 1, 1980 shall be determined by reference to the College Blue Book, Volume 3, **Degrees Offered by College and Subject**. Any question concerning whether a Master's degree is in a related discipline or whether the 30 semester hours, or equivalent, are in (an) appropriate discipline(s) shall be determined by the appropriate University Vice President, whose acceptance shall not be unreasonably withheld.

f. The increases specified in paragraphs a. and b. above will also be granted to each eligible employee who, during one of the specified periods, completes all requirements for a second terminal degree or an additional graduate or professional degree from an accredited

graduate or professional school if the appropriate University Vice President has agreed in writing that the employee should undertake the degree program for the purpose of increasing her/his academic skills or to develop expertise in additional areas directly related to her/his professional assignment.

g. During the term of this salary agreement, the degrees specified in paragraphs c. and d. above will be recognized as terminal degrees only for purposes of the increase specified in paragraphs a. and b. above and for no other purpose.

27.4. Salary Minima

a. Sub-sections a., b., c., and d. apply to tenured/tenure-track employees.

b. Effective September 1, 1985, each University shall adjust the salary of an employee whose salary is less than the applicable minimum.

c. The procedure for making a minimum adjustment shall be as follows:

(1) If, after receipt of the basic increase specified in Section 27.1. above, an employee is eligible for a minimum adjustment regardless of any promotion or regardless of receipt of one of the degrees specified in Section 27.3. above, the employee shall receive the basic increase and minimum adjustment prior to application of any increase under Section 27.2. and 27.3. above.

(2) If an employee becomes eligible for a minimum adjustment as a result of her/his promotion or receipt of one of the degrees specified in Section 27.3. above, she/he shall receive her/his increases in the following order: basic increase, promotion/degree increase, and, if still applicable after receipt of the basic increase and promotion/degree increase, the minimum adjustment.

d. The minimum salaries shall be as follows:

(1) A minimum salary of $1,975 per month shall be paid to an employee who, as of September 1, 1985, holds the rank of Instructor.

(2) A minimum salary of $2,095 per month shall be paid to an employee who, as of September 1, 1985, holds the rank of Instructor and has completed at least three years of service at the University.

(3) A minimum salary of $2,195 per month shall be paid to an employee who, as of September 1, 1985, meets one of the following conditions:

(a) holds the rank of Assistant Professor; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 30 semester hours, or the equivalent, toward a graduate degree; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses the combination of degrees and hours referred to in 27.3.e. above. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(4) A minimum salary of $2,345 per month shall be paid to an employee who, as of September 1, 1985, meets one of the following conditions:

(a) holds the rank of Assistant Professor and has been employed at the University for at least three years; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 30 semester hours, or the equivalent, toward a graduate degree and has been employed at the University for at least three years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses the combination of degrees and hours referred to in 27.3.e. above, and who has been employed at the University for at least three years. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(5) A minimum salary of $2,460 per month shall be paid to an employee who, as of September 1, 1985, meets one of the following conditions:

(a) holds the rank of Associate Professor; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 45 semester hours, or the equivalent, toward a graduate degree and has been employed at the University for at least six years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses one of the degrees referred to in 27.3.e. above plus at least 45 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree and has been employed at the University for at least six years. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(6) A minimum salary of $2,580 per month shall be paid to an employee who, as of September 1, 1985, meets one of the following conditions:

(a) holds the rank of Associate Professor and has been employed at the University for at least three years;

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 45 semester hours, or the equivalent, toward a graduate degree and has been employed at the University for at least nine years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses one of the degrees referred to in 27.3.e. above plus at least 45 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree and has been employed at the University for at least nine years. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(7) A minimum salary of $2,760 per month shall be paid to an employee who, as of September 1, 1985, meets one of the following conditions:

(a) holds the rank of Professor; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 60 semester hours, or the equivalent, toward a Doctoral degree and has been employed at the University for at least 12 years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses one of the degrees referred to in 27.3.e. above plus at least 60 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree and has been employed at the University for at least 12 years. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(8) A minimum salary of $2,940 per month shall be paid to an employee who, as of September 1, 1985, meets one of the following conditions:

(a) holds the rank of Professor and has been employed at the University for at least three years; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 60 semester hours, or the equivalent, toward a Doctoral degree and has been employed at the University for at least 15 years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses one of the degrees referred to in 27.3.e. above plus at least 60 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree and has been employed at the University for at least 15 years. The Vice President's acceptance shall not be unreasonably withheld.

(d) At Governors State University, the period of employment required in (b) and (c) above shall be at least 14 years as of September 1, 1985.

The degrees and hours listed above must be from an accredited institution.

(9) A minimum salary of $3,120 per month shall be paid to an employee who, as of September 1, 1985, meets one of the following conditions:

(a) has held the rank of Professor at the University for at least three years and has been employed at the University for at least 15 years; or

(b) at Governors State University only, holds the rank of University Professor, has been employed at the University for at least 15 years, and has possessed the appropriate terminal degree for at least three years.

e. Salary Minima for Teaching Professionals and Resource Professionals on Temporary Appointments

If, after receipt of the basic increase specified in Section 27.1. above, a temporary employee is eligible for a minimum adjustment, the employee shall receive the basic increase and then the minimum adjustment. The minimum salary shall be as follows:

(1) A minimum salary of $1,300 per month shall be paid to a full-time employee on a temporary appointment who, as of September 1, 1985, possesses a bachelor's degree.

(2) A minimum salary of $1,450 per month shall be paid to a full-time employee on a temporary appointment who, as of September 1, 1985, possesses a master's degree.

(3) A minimum salary of $1,550 per month shall be paid to a full-time employee on a temporary appointment who, as of September 1, 1985, possesses a master's degree plus at least 30 semester hours, or the equivalent, toward an advanced degree.

(4) A minimum salary of $1,700 per month shall be paid to a full-time employee on a temporary appointment who, as of September 1, 1985, possesses a terminal degree.

These minimum salaries shall apply pro rata to employees on temporary appointments less than full-time.

27.5 a. Faculty Excellence Awards

This subsection shall apply to tenured/tenure-track employees.

Each year Faculty Excellence Awards, recognizing outstanding achievement in the areas of teaching/performance of primary duties, research/creative activity, and service will be awarded to tenured/tenure-track faculty. The dollar amount to be used for these awards shall be generated at each University on the basis of a formula of

one award of $500 for each 10 employees eligible for the salary increase specified in Section 27.1. The maximum award to an individual shall be $1,000.

Recipients of Faculty Excellence Awards shall be determined by the following process:

(1) By November 15, 1985, each University President shall request of the Faculty Senate, the University curriculum committee, and the Union recommendations of faculty to serve on the Faculty Excellence Awards Committee. From these recommendations and by December 15, the University President shall appoint seven faculty members who are members of the bargaining unit. The President's selection shall guarantee proportional representation among teaching and resource professionals, and among the Colleges/Schools at the University. The President shall inform the committee of the number and amount of awards available.

(2) By February 1, 1986, the committee shall develop procedures for the nomination of eligible employees and the process by which they will make their award recommendations. This information will be distributed to all employees by February 15.

(3) All committee recommendations will be forwarded to the President by April 15, 1986.

(4) After a review of the committee's recommendations, the President shall determine which nominees will receive Faculty Excellence Awards. The President's decision shall not be subject to Article 17, Grievance Procedure.

(5) Notice of receipt of a Faculty Excellence Award shall be placed in the employee's personnel file.

(6) Faculty Excellence Awards are in recognition of achievement during an academic year. Therefore, they are not awarded on a recurring basis.

b. Academic Support Professional Merit Increases

This Subsection shall apply to academic support professionals.

(1) At each University an amount of money equal to one half of one percent of the combined monthly salary base of the academic support professional members of the bargaining unit at that University shall be awarded to the academic support professional members of the bargaining unit as merit increases.

(2) No later than October 1, 1985, supervisors shall make merit recommendations based on the evaluations completed in the spring of 1985. These recommendations shall be forwarded through the appropriate Dean/Director, and/or University Vice President, as applicable, to the President.

(3) The President shall determine the number of increases, the amount of the increases, and the academic support professionals who are to receive them. By no later than November 1, 1985, the employees who are to receive these increases shall be notified, and a copy of the notice of the increase from the President shall be placed in the employee's personnel file.

(4) These increases shall take effect no later than December 1, 1985, retroactive to July 1, 1985. These increases shall be recurring.

27.6. General Eligibility

a. In addition to any special conditions provided in Sections 27.1., 27.2., 27.3., 27.5., and 27.11. of this Article regarding eligibility for the salary increases specified in such sections, and except as provided in paragraph b. below, an employee of a University shall be eligible for the salary increases specified in Sections 27.1., 27.2., 27.3., 27.5., and 27.11. only if she/he (1) was employed in a position described in Appendices A and B at the same University for at least one academic term during the 1984-85 academic year; and (2) is employed in a position in the bargaining unit as of the date of the ratification of this agreement by the Board and the Union or September 1, 1985, whichever is later. Temporary teaching and resource professionals shall be eligible to receive the salary increases specified in 27.1. and 27.4.d. upon their employment in a position described in Appendix B.

b. An employee shall not be eligible for the salary increases specified in Sections 27.1, 27.2., 27.3., 27.5., and 27.11. of this Article if prior to her/his employment in a position in the bargaining unit the employee has received a salary increase from a University for FY1986. An employee shall not be eligible for the salary increases specified in Sections 27.2. or 27.3. of this Article if prior to her/his employment in a position in the bargaining unit the employee has received a salary increase from a University for FY1986 for a promotion in academic rank or for completion of a degree.

27.7. Initial Appointment

This Section applies to tenured/tenure-track employees and temporary teaching and resource professional employees.

A person who receives an initial appointment to a position in the bargaining unit for or during the 1985-86 academic year at a University shall be appointed at a salary at least equal to the applicable minimum salary for her/his qualifications specified in Section 27.4. above.

27.8. Summer Session Salaries

This Section applies to tenured/tenure-track and temporary teaching and resource professionals.

A summer session assignment shall be compensated on the basis of the employee's salary for the immediately preceding academic year. An employee shall receive one month's salary for an assignment of three credit units and two month's salary for an assignment of six credit units. Assignments of other than three or six credit units but no more than six credit units shall be compensated on a pro rata basis. Assignments in excess of six credit units shall be compensated in accordance with Section 27.13. Resource professionals shall receive one month's salary for each month's summer session assignment.

27.9. **Grant/Contract Salaries**

This Section applies to all employees.

If an employee is performing work on an externally funded grant or contract, and if the work has been excluded from her/his assigned obligation by the appropriate University Vice President, the employee's compensation for such work shall be no more than 30 percent of the salary which she/he will receive from the University during the term of the grant or contract, except that, during any month in which an employee is receiving less than her/his basic monthly salary, her/his total compensation for all work shall be no more than 130 percent of her/his basic monthly salary. This section shall not apply to grant or contract work performed during sabbatical leave.

27.10 **Counteroffer**

This Section applies to tenured/tenure-track employees and academic support professionals.

a. A University President may grant a salary increase to retain an employee who has received a bonafide written offer of other employment which the University President has verified with an appropriate official. The employee's monthly salary following the granting of an increase under this paragraph shall not exceed the amount of the monthly starting salary offered to the employee by the other employer.

b. The effective date of the increase provided in paragraph a. above shall be no sooner than the first day of the academic term which immediately succeeds the grant by the President.

c. An employee shall not be eligible to receive a salary increase under paragraph a. above until her/his third year of full-time employment at a University. An employee who receives an increase under paragraph a. above will not be eligible to receive another such increase until the third year after the increase.

d. An employee who receives an increase under paragraph a. above shall be eligible for the increases specified in Sections 27.2., 27.3., 27.4., and 27.5. if the employee is otherwise eligible for the increase under the terms of the Section and under the terms of Section 27.6. An employee who receives an increase under paragraph a. above shall not be eligible for the increase specified in Section 27.11.

e. An employee who receives an increase under paragraph a. above shall be eligible to receive the difference between the increase under paragraph a. above and the increase specified in Section 27.1. if: (1) the increase under paragraph a. above is less than the increase specified in Section 27.1.; and (2) the employee is otherwise eligible for the increase specified in Section 27.1. under the terms of Section 27.6.

f. Each employee who is granted a salary increase under paragraph a. above shall agree to serve at a University for at least one academic year subsequent to the academic year in which the increase is granted and shall give a judgment note to the Board of Governors for the amount of the increase, said judgment note to be cancelled at the end of the required period of service or at the death or permanent disability of the employee.

g. Within 30 days after the granting of an increase under paragraph a. above a report shall be submitted to the Union President and the Board's Chancellor. The report shall contain the name of the employee granted such an increase, a copy of the offer received by the employee and the amount of the increase.

h. The grant of or failure to grant an increase under paragraph a. above shall not be subject to the grievance procedure specified in Article 17. The Union may file a grievance concerning any other aspect of Section 27.10. The grievance must be filed within the time limit for filing a grievance specified in Section 17.9.b.

27.11. **Other Adjustments**

a. Tenured Faculty Service Increase

In addition to the salary increases specified in Sections 27.1., 27.2., 27.3., and 27.4., the Board will grant each tenured employee the following increases, as applicable:

(1) An employee who holds the rank of Assistant Professor shall receive a monthly salary increase equal to her/his years of service at the University (to a maximum of 20 years) multiplied by 1.0.

(2) An employee who holds the rank of Associate Professor shall receive a monthly salary increase equal to her/his years of service at the University (to a maximum of 20 years) multiplied by 1.5.

(3) An employee who holds the rank of Professor, or of University Professor at Governors State University, shall receive a monthly salary increase equal to her/his years of service at the University (to a maximum of 20 years) multiplied by 2.

b. One-time Adjustment for Academic Support Professionals

In 1985, the Board will make a one-time adjustment, retroactive to July 1, 1985, to the salaries of eligible academic support professionals, as follows:

(1) Academic support professionals who are in their first through third years of service at the University, as specified in Section 9.2.d., shall receive a monthly salary no less than $1,400.

(2) Academic support professionals who are in their fourth through ninth years of service at the University, as specified in Section 9.2.d., shall receive a monthly salary no less than $1,600.

(3) Academic support professionals who are in their tenth or subsequent years of service at the University, as specified in Section 9.2.d., shall receive a monthly salary no less than $1,800.

27.12. **Transfer and Reassignment Adjustments**

a. The salary of an academic support professional who assumes a position with a different title and with expanded responsibilities may be increased to a level comparable to the salaries of other employees with comparable titles and comparable responsibilities.

b. The salary of a teaching professional or a resource professional who assumes a position with a different title and with expanded responsibilities preponderantly outside of her/his department may be increased to a level comparable to the salaries of other employees with comparable titles and a comparable level of responsibilities.

c. The salary of a teaching professional or a resource professional who is transferred, pursuant to Article 12, from one department or unit of the University to another may be increased to a level comparable to the salaries of other employees with similar qualifications and experience in the receiving department.

27.13. **Overload**

a. A teaching professional or a resource professional who is assigned duties in excess of the top of the relevant credit unit range specified in Sections 6.3.a. and 6.3.b., or in excess of six credit units in a summer session, shall be compensated for excess units at the rate of $400 per credit unit.

ARTICLE 28

DURATION AND IMPLEMENTATION

28.1. Duration

Unless otherwise specified, the terms of this Agreement shall become effective upon execution of this Agreement by the Board and the Union and shall remain in effect through August 31, 1988. Renegotiation of Article 27 shall be requested by either party giving written notice to the other at least 90 days prior to August 31, 1986. If the Board and Union fail to renegotiate an agreement concerning Article 27 prior to August 31, 1986, they may agree in writing to extend Article 27.

28.2 Implementation

The economic terms of this Agreement shall not be implemented until the amount required therefor is appropriated and made available to the Board for expenditure for such purposes. If less than the amount needed to implement the Agreement is appropriated and made available to the Board for expenditure, the Board and Union shall meet and negotiate regarding allocation of the amount appropriated.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives, have executed this Agreement on October 2,1985.

BOARD OF GOVERNORS OF STATE COLLEGES AND UNIVERSITIES

Evelyn Kaufman
Chairwoman

Howard D. Fayyad
Chancellor

Assistant Vice Chancellor for Academic Employee Relations

BOARD OF GOVERNORS COUNCIL, UPI, LOCAL 4100

Carol Elder
Chief Negotiator

Margaret Schmid
President

APPENDIX A

CERTIFICATION OF REPRESENTATIVE

ELECTION ADMINISTRATOR
525 West Jefferson, Suite 200
Springfield, Illinois 62702

In the Matter of:	:	
	:	
AFT Faculty Federation - BOG	:	
Petitioner,	:	
and	:	
	:	
American Association of University Professors, Board of Governors Universities, (AAUP),	:	Board of Governors Representation Election
Intervenor,	:	
and	:	
	:	
Board of Governors of State Colleges and Universities,	:	
Employer.	:	

CERTIFICATION OF REPRESENTATIVE

An election by secret ballot having been conducted in the above matter under the supervision of the undersigned; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objection having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided in the Board of Governors Regulations for Collective Bargaining by Academic Employees, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for AFT FACULTY FEDERATION - BOG and that, pursuant to Section 4.14 of Board of Governors Regulations for Collective Bargaining by Academic Employees, the said employee organization is the exclusive representative of all the employees in the unit set forth below.

UNIT: Shall include all academic employees employed as of September 15, 1976 at Chicago State University, Eastern Illinois University, Governors State University, Northeastern Illinois University and Western Illinois University, the universities under the jurisdiction of the Board holding full-time appointments as faculty, librarians, counselors, and learning services staff, at the ranks of instructor, assistant professor, associate professor, professor and at Governor State University only, University Professor.

The voting unit shall not include: (1) employees who hold visiting, clinical adjunct, affiliate, emeritus, or less than full-time faculty appointments, (2) employees who are employed on a temporary contract or whose positions are primarily funded from sources other than State appropriations to the Board of Governors universities, (3) students holding appointments as undergraduate or graduate assistants, (4) residence hall counselors and

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Appendix A contd.

staff, intercollegiate athletic coaches whose principal duty as determined by the Board is coaching intercollegiate athletics, student personnel administrators, department chairpersons, or any person employed in an administrative capacity, and (5) confidential, managerial or supervisory employees as defined in the Board of Governors Regulations for Collective Bargaining by Academic Employees and all other employees.

Signed at Springfield, Illinois
On the 3rd day of November, 1976.

RECEIVED
NOV 4 1976
BOARD OF GOVERNORS OF
STATE COLLEGES AND UNIVERSITIES

Cyrus C. Alexander
Election Administrator

APPENDIX B

STATE OF ILLINOIS

ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

In the Matter of Board of Governors of State Colleges and Universities, Employer, and University Professionals of Illinois, BOG Council, Local 4100, American Federation of Teachers, Petitioner.	)	Case No. 85-VR-0004-C

CERTIFICATION OF REPRESENTATIVE

PURSUANT TO NOTIFICATION OF VOLUNTARY RECOGNITION

The employee organization, named below, having established its majority in a unit appropriate for the purpose of collective bargaining, and the employer, having met all the requirements of Section VII(B) of the Illinois Educational Labor Relations Act, and no other interested employee organization having timely petitioned the Illinois Educational Labor Relations Board (the "IELRB") to seek recognition as the exclusive representative of employees in the following unit:

NOW, THEREFORE, pursuant to authority vested in the undersigned by the IELRB, University Professionals of Illinois, BOG Council, Local 4100, AFT, AFL-CIO, an employee organization, is certified as the exclusive representative of the employees in the unit set forth below, found to be appropriate for the purpose of collective bargaining unit:

See attached.

Signed at Chicago, Illinois

on the 3rd day of April, 1985.

ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

By: Robert Perkovich

Robert Perkovich, Executive Director

IL 548-0045

ATTACHMENT

I. All presently unrepresented full-time academic employees employed for more than one consecutive academic year and all presently unrepresented regular part-time academic employees, defined as appointments of .50 or more, employed for more than two consecutive academic years, employed as faculty, librarians, counselors, and learning service staff.

II. All full-time academic support employees and all regular part-time academic support employees, part-time being defined as having appointments of .50 or more and having been employed for more than two consecutive academic years, as follows:

SUBGROUP A: Academic advising, personal and career counseling, and career placement.

SUBGROUP A.1. Academic advisement and counseling and related testing:

Chicago State University: Evaluation and Advisement Specialist; Coordinator of Examinations; Director of Course Scheduling

Eastern Illinois University: Academic Advisor; Coordinator Academic Test Administration

Governors State University: Counselor

Northeastern Illinois University: Educational Program Associate, Title III; Counselor

Western Illinois University: Academic Advisor; Counselor

SUBGROUP A.2. Entrance, placement, and career counseling and advisement:

Chicago State University: Undergraduate Admissions Specialist; Admissions Counselor; Supervisor of Career Planning; Supervisor of Student Activities; Certification Counselor

Eastern Illinois University: Admissions Counselor; Transfer Coordinator Academic Advisor; Assistant Director Career Planning and Placement; International Student Advisor

Governors State University: Admissions Counselor

Northeastern Illinois University: Admissions Counselor; Coordinator, International and Veteran Student Services

Western Illinois University: Admissions Counselor; Assistant to Dean, Graduate Studies; Assistant to Dean, College of Business; Occupational Information and Placement Counselor; Assistant to Director, International Programs; Director, Foreign Student Admissions; Foreign Student Advisor; Certification Officer

SUBGROUP B: Specialized academic programs.

SUBGROUP B.1. Non-traditional academic programs involving specialized segments of the student population:

Chicago State University: Coordinator, University Without Walls; Evening Student Counselor

Governors State University: Program Associate, Center for Learning Assistance; Coordinator of Tutorial

Northeastern Illinois University: Assistant Director, BOG Program; Program Associate, BOG Program; Coordinator, Program for Interdisciplinary Education; Assistant Coordinator, University Without Walls; Coordinator, Women's Studies Program; Coordinator (Director) Women's Services; Center Coordinator, Chicago Teachers Center; Outreach Coordinator, Chicago Teachers Center; Program Associate, Center for Inner City Studies; Program Associate, Project Success; Program Associate, Proyecto Pa'Lante; Counselor/Coordinator, Special Services; Program Associate, Human Resource Development; Coordinator, El Centro

Western Illinois University: Director of Independent Studies; Coordinator, Academic Services; Administrative Assistant, Academic Services; Lecturer, WESL Institute; Assistant Director of Credit Extension; Assistant to the Director of the Library

SUBGROUP B.2. Continuing education:

Eastern Illinois University: Assistant Director of Continuing Education

Northeastern Illinois University: Assistant Coordinator, Field and Continuing Education; Assistant Coordinator, Motorcycle Safety

Western Illinois University: Assistant to Dean, Continuing Education

SUBGROUP C: Inter and intradepartment resource, research and program support.

SUBGROUP C.1. Research and resource support including internships:

Chicago State University: Coordinator, Allied Health; Coordinator, Premedical Program; Director of Vocational Education Liaison

Eastern Illinois University: Curator, Exhibitions and Education

Western Illinois University: Geologic Museum Curator; Associate Sponsored Project Administrator; Assistant Sponsored Project Administrator

SUBGROUP C.2. Program support:

Eastern Illinois University: Faculty Assistant

Northeastern Illinois University: Intra-mural Director

Western Illinois University: Radio Operations Manager; Director, Casa Latina; Director, Gwendolyn Brooks Cultural Center

Excluding: Supervisory, managerial employees and confidential employees as defined in the Act.

APPENDIX C

No. _____

BOARD OF GOVERNORS/UPI 4100

GRIEVANCE FORM

1. Date: _____ (month) _____ (day) _____ (year)

2. GRIEVANT: _____ (phone)

3. Address: _____

4. UNIVERSITY (check one) ( ) CSU ( ) EIU ( ) GSU ( ) UNI ( ) WIU

5. College and Department/Unit: _____

6. Mailing Address (If grievant is represented by the Union, all communications should go to the Union Grievance Representative):

_____

7. Provisions of Agreement allegedly violated: ARTICLE(s)/SECTIONS: _____

_____

_____

8. STATEMENT OF GRIEVANCE (be specific, include dates of acts or omissions complained of):

_____

_____

_____

9. REMEDY SOUGHT: _____

_____

_____

10. I will be represented in this grievance by (check one): ( )UPI ( )myself

Union Grievance Representative's signature: _____
(If Union is representing grievant, the Union Grievance Representative should sign here.)

11. I do ( ) do not ( ) (check one) want a postponement for 30 days to seek informal resolution of this grievance.

12. In accordance with Article 17.2, I understand that this grievance may not be processed if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

This grievance was filed with the President's office on: _____ (date)

Received by: (check one) ( ) Certified registered mail, return receipt requested
( )Personal Delivery--Acknowledgement: _____

13. _____ Signature of Grievant _____ (month) _____ (day) _____ (year)

APPENDIX D

BOARD OF GOVERNORS/UPI 4100

REQUEST FOR REVIEW OF
STEP ONE GRIEVANCE DECISION FORM

Date: _____ Grievance No.: _____
(month) (day) (year)

I hereby request that the Chancellor review the attached decision made in connection with the attached grievance because: (please be specific)

_____

_____

_____

_____

_____

I received the Step One decision on: _____
(month) (day) (year)

and filed this request for review with the Board of Governors System Office on

_____ by
(month) (day) (year)

(check one): [ ] Certified Registered mail, return receipt requested
[ ] Personal Delivery

SIGNATURE OF GRIEVANT DATE: (month) (day) (year)

SIGNATURE OF UNION GRIEVANCE REPRESENTATIVE DATE: (month) (day) (year)

APPENDIX E

BOARD OF GOVERNORS/UPI 4100

NOTICE OF INTENT TO ARBITRATE

DATE: _____
(month) (day) (year)

The UPI B.O.G. Council, Local 4100, hereby gives notice of its intent to proceed to arbitration with the decision issued by the Chancellor, dated: _____
(month)
_____ and received by the Union on: _____
(day) (year) (month) (day) (year)

in the grievance of:

Name of Grievant: _____ of

Name of University: _____

This notice was filed with the Chancellor's office on: _____
(month) (day) (year)

by (check one): [ ] Certified Registered mail, return receipt requested; or
[ ] Personal Delivery

_____ _____
SIGNATURE OF UNION PRESIDENT (month) (day) (year)

I hereby authorize the UPI B.O.G. Council, Local 4100, to proceed to arbitration with my grievance. I hereby also authorize the Union and the Board of Governors or its representatives to use, during the arbitration proceeding, copies of any materials in my personnel evaluation file and any files at any other University or College which are pertinent to this grievance and to furnish copies of same to the arbitrator.

_____ _____
SIGNATURE OF GRIEVANT (month) (day) (year)

LETTER OF AGREEMENT

The Union and Board share a common commitment to academic quality at each of the five Board of Governors Universities. The Board agrees to conduct a study of incentives for faculty excellence for the system of five universities during 1985-86.

The Board of Governors Chancellor in consultation with the Union President shall develop a charge to and appoint the members of an Incentives for Faculty Excellence Task Force composed of 12 faculty and administrators to conduct the study. The appointments shall be made by October 15, 1985.

The Incentives for Faculty Excellence Task Force shall develop a plan, conduct any studies and make recommendations to the Board of Governors Chancellor no later than September 30, 1986. The Union President shall receive copies of these recommendations.

The Union and Board agree to encourage participation and contributions to the work of the Task Force and to emphasize the importance of enhancing academic quality at each of the five Board of Governors Universities.

Academic Calendar, CSU Art. 6.11

Academic Program Elimination Review Committee Art. 16

Academic Support Professional Def. 1

Academic Support Professional Merit Increase Art. 27.5.b

Academic Support Professional Salary Adjustment Art. 27.11.b

Academic Term Def. 2

Accrued Leave, Retention of Art. 26.15

Adequate Cause Def. 3
see also Art. 14

Administrative Educational Leave Art. 26.3

Annual Leave Art. 26.6.; 26.15.a

Appointments, Temporary Faculty Art. 1.6; 4.2

Appropriate University Vice President Def. 4

Arbitration Art. 17.10

Assigned Duties Outside Department, Evaluation of Art. 8.5.k

Assignment of Duties Art. 6

Bargaining Agent Art. 1.1; 22.3

Bargaining Unit Art. 1.2-1.4; Appx. A & B

Bargaining Unit Status, Changes in Art. 1.4

Benefits
see Compensible Fringe Benefits

Benefits While on Compensated Leave Art. 26.14

Board Def. 5

Budgets Art. 21

Bulletin Boards Art. 18.4

Chapter President Def. 6

Compensible Fringe Benefits Art. 26

Completion of Degree Increase Art. 27.3

Consultation Art. 2

Contract, Amendment or Modification of Art. 25.2

Counteroffer Art. 27.10

Court-Required Service, Leave for Art. 26.10

Credit Unit Guidelines Art. 6.4

Credit Units Art. 6.3; 6.4

Days Def. 7

Department Def. 8

Department Head Def. 9

Department Evaluation Criteria
see Departmental Application of Criteria

Department Personnel Committee Art. 8.5.h; 8.5.j; 9.1.c; 10.3.b-10.3.c; 10.5; 11.6.b-11.6.e; 11.8

Department Rotation Plan
see Summer Session appointments

Departmental Application of Criteria Art. 8.4.b

Designee, Performance by (see Defs.)

Disability, Compulsory Art. 5.8

Disability Leave Art. 26.8.i

Disciplinary Action
see Sanctions

Dues Deduction Art. 20

Duration of Contract Art. 28.1

Educational Benefits Art. 26.12

Educational Contract Def. 10

Employee Def. 11

Employment Opportunities Art. 4.2.c-4.2.e

Employee Assistance Program Art. 26.13

Employment Status Statement Art. 4.1

Equipment Art. 19

Evaluation Art. 8

Evaluation Criteria Art. 8.4.a

Exception, Consideration for Promotion on Basis of Art. 10.3

Exception, Consideration for Tenure on Basis of Art. 11.6

Facilities Art. 19

Faculty Accessibility Art. 6.8

Faculty Excellence Awards Art. 27.5

Funeral Leave Art. 26.10

Grant/Contract Assignment of Duties Art. 6.4.b(5)

Grant/Contract, Retention of Academic Support Professionals
in Positions Funded Predominantly by Art. 9.3

Grant/Contract Salaries Art. 27.9

Grievance Art. 17

Immediate Family, Member of Def. 12

Implementation of Contract Art. 28.2

Incentives for Faculty Excellence Study
Letter of Agreement

Initial Appointment Salary Art. 27.7

Interview, Opportunity for Art. 4.2.e, Art. 10.11

Jury Duty
see Court-Required Service

Layoff
see Staff Reduction

Leave Without Salary Art. 5; 18.3.b

Lockout, Prohibition against Art. 23

Management Rights Art. 22

Merit Awards
see Faculty Excellence Awards;
Academic Support Professional Merit Increases

Military Leave Art. 26.7

Minima
see Salary Minima

Minutes Art. 21

Nondiscrimination Art. 3

Office, Access to Art. 19.2

Office Hours
see Faculty Accessibility

Overload Art. 6.5; 6.7.c; 27.13

Parental Leave Art. 26.5

Performance by Designee (see Defs.)

Period of Appointment, CSU Art. 6.11

Personnel Files Art. 7

Policies Art. 21

Professional Degree Def. 13

Professional Meetings Art. 26.9.a

Program Elimination
see Academic Program Elimination Review Committee

Program Reorganization Art. 13

Promotion Art. 10

Promotional Increase Art. 27.2

Reassigned Time for Union Activity Art. 18.3

Reassignment Def. 14

Reassignment Outside of Bargaining Unit Art. 1.2

Reassignment Salary Adjustment Art. 27.12.a-27.12.b

Reemployment Opportunities Roster Art. 4.2.c-4.2.d

Relative Def. 15

Resource Professional Def. 16

Retention Art. 9

Retraining Leave Art. 26.4

Sabbatical Leave Art. 26.2

Salary Art. 27

Sanctions Art. 14.2

Severability of Contract Art. 24

Sick Leave Art. 26.8; 26.15.b

Staff Reduction Art. 15

State Universities Retirement System Def. 26

Strike, Prohibition Against Art. 23

Summer Rotation Plan
see Summer Session Appointments

Summer Session Def. 17

Summer Session Appointments Art. 6.9

Summer Session Salaries Art. 27.8

Teaching Professionals Def. 18

Temporary Faculty
see Appointments, Temporary Faculty

Tenure Art. 11

Tenured Faculty, Evaluation of Art. 8.5.c

Terminal Degree Def. 19

Termination Art. 14.1

Transfer Def. 20; Art. 12

Transfer Salary Adjustment Art. 27.12.c

Travel Money
see Professional Meetings;
Work-Related Travel

Tuition Waiver
see Educational Benefits

Union Def. 21

Union President Def. 22

Union Rights Art. 2; 18

Universities Def. 24

University Def. 23

University Personnel Committee Art. 8.5.i-8.5.j; 9.1.f; 10.8; 11.11

University President Def. 25

Work-Related Travel Art. 26.9.b

The following provisions of the Agreement apply to TENURED/TENURE TRACK TEACHING AND RESOURCE PROFESSIONALS:

Art. 1. Recognition

1.1.a; 1.2

Art. 3. Nondiscrimination

Entire article

Art. 4. Appointment

4.1

Art. 5. Leave Without Salary

Entire article

Art. 6. Assignment of Duties

6.1.a; 6.2.a-6.2.c(1); 6.2.d(1); 6.2.d(3)-6.2.d(4); 6.2.e (resource professionals only); 6.3.a (teaching professionals only); 6.3.b (resource professionals only); 6.3.c-6.3.d; 6.3.e (GSU teaching professionals only); 6.3.f-6.5; 6.6 (resource professionals only); 6.8-6.10; 6.11 (CSU only)

Art. 8. Evaluation and Evaluation Criteria

8.2-8.5

Art. 9. Retention

9.1

Art. 10. Promotion

10.2-10.10

Art. 11. Tenure

Entire article

Art. 12. Transfer

Entire article

Art. 13. Program Reorganization

13.1-13.2; 13.3.a; 13.4

Art. 14. Termination and Other Sanctions

Entire article

Art. 15. Staff Reduction Procedures

15.1-15.2; 15.3 (tenured only); 15.4-15.5.a; 15.6-15.7

Art. 16. Academic Program Elimination Review Committee

Entire article

Art. 17. Grievance Procedure

Entire article

Art. 19. Facilities and Equipment

Entire article

Art. 21. Minutes, Policies, and Budgets

Entire article

Art. 25. Miscellaneous Provisions

25.4

Art. 26. Compensible Fringe Benefits

Sabbatical Leave: 26.2
Retraining Leave: 26.4
Parental Leave: 26.5
Annual Leave (12-month appointments only) 26.6
Military Leave: 26.7
Sick Leave: 26.8.a-26.8.b(1); 26.8.c-26.8.f; 26.8.h-26.8.j
Professional Meetings and Work-Related Travel: 26.9
Funeral Leave: 26.10
Leave for Court-Required Service: 26.11
Educational Benefits: 26.12
Employee Assistance Program: 26.13
Benefits While on Compensated Leave: 26.14
Previously Accrued Leave: 26.15

Art. 27. Salary

Basic Increase: 27.1.a; 27.1.c
Promotional Increase: 27.2
Completion of Degree: 27.3
Salary Minima: 27.4.a-27.4.d
Faculty Excellence Awards: 27.5.a
General Eligibility: 27.6
Initial Appointment: 27.7
Summer Session Salaries: 27.8
Grant/Contract Salaries: 27.9
Counteroffer: 27.10
Tenured Faculty Service Increase: 27.11.a
Transfer and Reassignment Adjustment 27.12.b-27.12.c
Overload: 27.13

Letter of Agreement

Entire letter

The following provisions of the Agreement apply to ACADEMIC SUPPORT PROFESSIONALS:

Art. 1. Recognition
1.1.b; 1.2

Art. 3. Nondiscrimination
Entire Article

Art. 4. Appointment
4.1

Art. 5. Leave Without Salary
Entire article (full-time only)

Art. 6. Assignment of Duties
6.1.c.; 6.3.f; 6.7; 6.10

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Art. 8. Evaluation and Evaluation Criteria
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Art. 9. Retention
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13.1-13.2; 13.3.b.

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Entire article

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Art. 25. Miscellaneous Provisions
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Art. 26. Compensible Fringe Benefits
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The following provisions of the Agreement apply to TEMPORARY TEACHING AND RESOURCE PROFESSIONALS:

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4.2

Art. 6. Assignment of Duties

6.2.a; 6.2.c(2); 6.2.d(2)-6.2.d(4); 6.2.e (resource professionals only); 6.3.a (teaching professionals only); 6.3.b (resource professionals only); 6.3.c; 6.3.d (full-time only); 6.3.f-6.5; 6.6 (resource professionals only); 6.8 (teaching professionals only); 6.9.b(3)-6.9.b(4) (full-time teaching professionals and resource professionals on less than 12-month appointment only); 6.10; 6.11 (CSU only)

Art. 7. Personnel Files

Entire article

Art. 8. Evaluation and Evaluation Criteria

8.2-8.3; 8.6

Art. 13. Program Reorganization

13.1

Art. 15. Staff Reduction Procedures

15.1-15.2

Art. 17. Grievance Procedure

Entire article

Art. 19. Facilities and Equipment

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Art. 21. Minutes, Policies, and Budgets

Entire article

Art. 25. Miscellaneous Provisions

25.4

Art. 26. Compensible Fringe Benefits

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Art. 27. Salary

Basic Increase: 27.1.a
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Art. 2. Consultation
Entire article

Art. 17. Grievance
Entire article

Art. 18. Union Rights
Entire article

Art. 20. Dues Checkoff
Entire article

Art. 22. Management Rights
Entire article

Art. 23. No Strike or Lockout
Entire article

Art. 24. Severability
Entire article

Art. 25. Miscellaneous Provisions
Entire article

Art. 28. Duration and Implementation
Entire article

Letter of Agreement
Entire article

NEGOTIATING TEAMS

FOR THE BOARD OF
GOVERNORS OF STATE
COLLEGES AND UNIVERSITIES:

Elisabeth Murray
Assistant Vice Chancellor
For Academic Employee Relations

Esthel Allen
Assistant Vice Chancellor
For Local and Student Affairs

Walter Heinzel
CSU

Margaret Soderberg
EIU

Suzanne Prescott
GSU

Kenneth Stetson
UNI

David Beveridge
WIU

FOR THE B.O.G. COUNCIL,
UPI, LOCAL 4100:

Carol Elder
UPI/BOG Council Executive
Vice President, Chief Negotiator

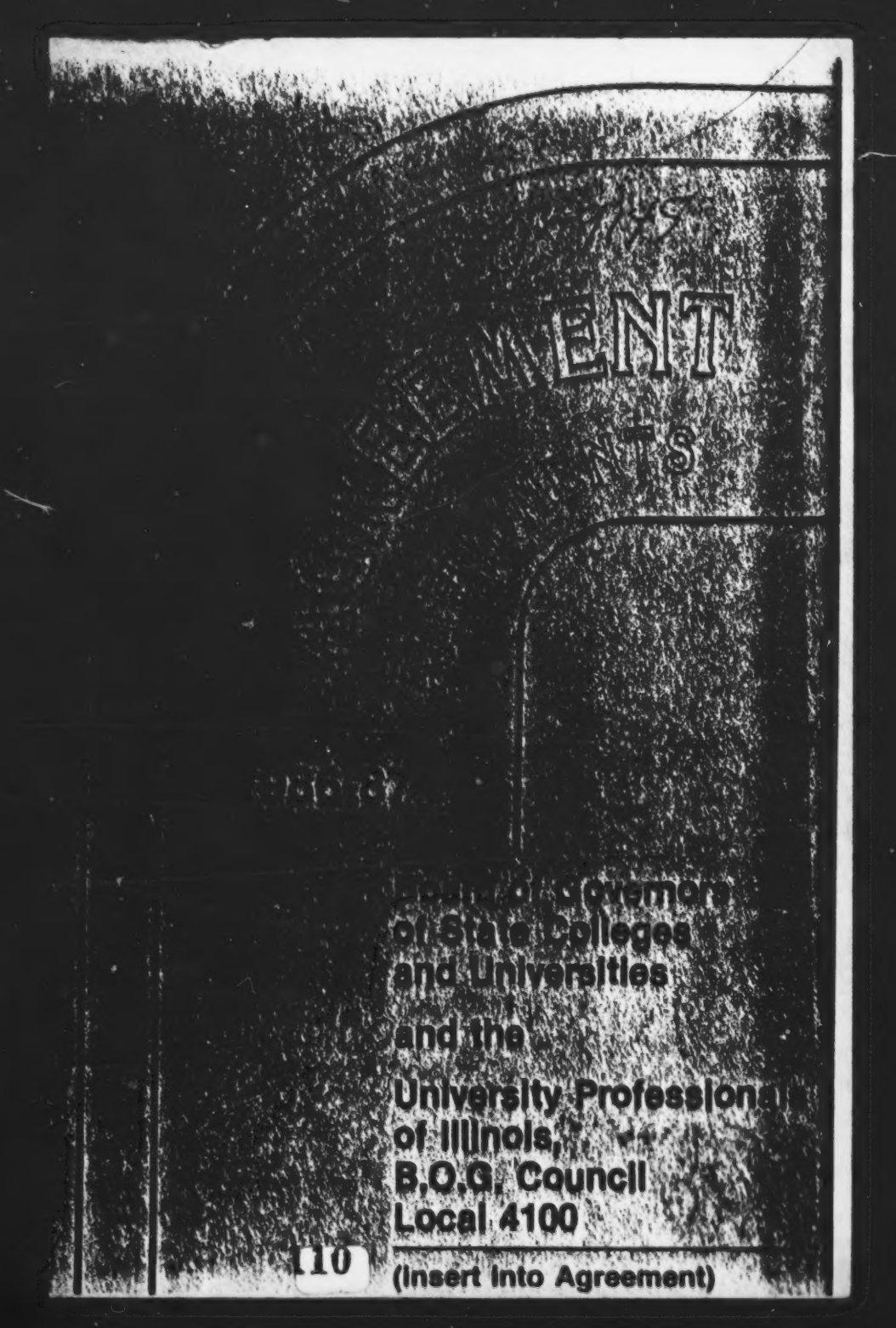
Katherine Hobgood
Eleanor Sullivan
CSU

Donald Dolton
Susan Morris
EIU

Helen Hughes
David Sparks
GSU

Richard Higgenbotham
BarBara Scott
UNI

JoAnn Hummer
James Conger
WIU


ENT
-S
Governors
of State Colleges
and Universities
and the
University Professionals
of Illinois,
B.O.G. Council
Local 4100
110
(Insert Into Agreement)

1986-87 AMENDMENTS
TO THE AGREEMENT
BETWEEN THE
BOARD OF GOVERNORS OF STATE
COLLEGES AND UNIVERSITIES

and the

BOARD OF GOVERNORS COUNCIL,
UNIVERSITY PROFESSIONALS OF ILLINOIS
Local 4100

6.7 Assignment of Duties for Academic Support Professionals

a. Definition of Assigned Obligation

The professional obligation of academic support professionals as described in their official job descriptions includes a diversity of duties and responsibilities. The assigned duties of an academic support professional shall be reflected in an annual work plan. During the 1986-87 academic year each academic support professional shall receive a tentative work plan for the following year by April 15, 1987 and a finalized work plan by June 1, 1987. This work plan shall become effective July 1, 1987. Thereafter, each academic support professional shall receive a work plan which becomes effective April 15. Each assigned duty will receive a full-time effort (FTE) percentage value.

(1) For academic support professionals, excluding the lecturers at WESL, full-time effort shall be defined as a flexible work week averaging 37.5 hours per week over the academic support professional's period of appointment, as approved by the supervisor.

(2) For lecturers at WESL, full-time effort shall be defined as the time and effort required to perform the duties reflected in the academic support professional's 1987 work plan. For these employees, their 1987 work plan shall serve as a bench mark against which subsequent changes in duties shall be measured.

(3) The assigned obligation of a part-time academic support professional shall be proportionate to her/his appointment.

c. The established work week for each academic support professional shall remain unchanged during the period from June 30, 1986, to June 30, 1987, except that it shall not exceed 37.5 hours as described in 6.7.a.(1).

b. Annual Work Plans

(1) Each academic support professional and his/her supervisor shall meet annually at the time of the employee's annual evaluation to review the employee's official job description and, on the basis of the job description, to discuss a written work plan for the employee. This work plan shall identify priorities among the duties and responsibilities listed on the job description. When appropriate, it shall provide specification of assigned duties, shall state expectations about scheduling, and shall identify any specific goals or deadlines which the employee is expected to meet. After consultation with the employee, the supervisor shall develop the written work plan and shall submit it to the appropriate University Vice President for approval. Each

academic support professional shall receive a copy of his/her approved work plan for the coming year by April 15.

(2) In an academic support professional's annual evaluation, the employee's work plan for the year under evaluation shall be the guideline for evaluating the employee's performance of the duties and responsibilities listed on his/her official job description.

6.7.c. Modification of Official Job Descriptions

(1) If the appropriate University Vice President wishes to modify an employee's official job description, the supervisor shall consult with the employee about the proposed modification, providing the employee with a copy of the proposed modification. The academic support professional may attach a statement reacting to the proposed modification and forward it to the University Vice President. The academic support professional shall receive a copy of any modification of his/her official job description.

(2) Modifications of official job descriptions shall become effective on the date the employee receives her/his copy of the approved modification.

d. Modification of Annual Work Plans

If during the period to which a work plan applies, a significant change occurs in the assigned duties specified on an academic support professional's annual work plan, this change shall be reflected in a written modification of the work plan. If such a change constitutes an increase in workload, the work plan shall be modified either to reduce other duties proportionate to the increase or to identify the increase as a special overload project in accordance with 6.7.e.

(1) An academic support professional may request modification of his/her work plan. Such a request shall be made in writing to the employee's supervisor.

(2) If an academic support professional's supervisor wishes to modify the employee's work plan in mid-year, she/he shall consult with the employee about the proposed modification, providing the employee with a copy of the proposed modification. The academic support professional may attach a statement to the supervisor's recommendation of the proposed modification to the University Vice President. The academic support professional shall receive a copy of any modification of her/his work plan.

(3) The date upon which any modification of an annual work plan becomes effective shall be specified in the written modification of the work plan.

e. Scheduling

Scheduling shall be flexible to accommodate the exercise of discretion necessary for the performance of professional duties, shall bear a reasonable relationship to the academic support professional's total assignment of duties, and shall be subject to the consideration of maintaining the effective operation of the department/unit.

f. Overload

(1) With the approval of the appropriate University Vice President, a special overload project may be assigned to an academic support professional which requires the performance of duties in excess of the employee's full-time effort (FTE). It must be identified as a special project and must have a specific beginning and end.

(2) An employee given a special overload project/assignment shall be compensated by a salary stipend for the period of the special assignment. A salary stipend granted for a special assignment shall be pro rata, but may not exceed thirty percent of the base salary the employee will receive during the special assignment period. An academic support professional on a special assignment may also have her/his normal work schedule adjusted by the appropriate University Vice President to reflect work on the special assignment.

6.11. Change in Academic Calendar and Period of Appointment and Special Transition-Period Procedures at Chicago State University

c. (1) Effective Fall, 1986, Chicago State University will adopt an academic calendar composed of two eighteen-week semesters, two five-week summer terms, and one eight-week summer term. All assignments in the eight-week summer term shall be made in accordance with Sections 6.3.d., 6.5., 6.9., 27.8 and 27.13.

(2) The progress of implementation of Section 6.11 shall be reviewed during 1987 negotiations.

ARTICLE 27

SALARY

27.1. Basic Increase

This Section applies to all employees.

a. Effective September 1, 1986 the Board will grant each eligible tenured/tenure-track employee and each eligible temporary employee a salary increase equal to 5.6 percent of the employee's 1986-86 basic monthly salary.

b. Effective July 1, 1986, the Board will grant each eligible academic support professional a salary increase equal to 5.6 percent of the employee's 1986-86 basic monthly salary.

c. The amount of any merit increase awarded to an employee between September 1, 1985 and August 31, 1986, pursuant to Article 27. Section 27.5.a. of the 1985-86 collective bargaining agreement by and between the Board and Union shall not be included as part of the employee's 1986-86 basic monthly salary for purposes of this section.

27.2. Promotional Increase

This Section applies to tenured/tenure-track employees.

In addition to the salary increase specified in Section 27.1., the Board will grant a salary increase of $105 per month, effective September 1, 1986 to each eligible employee who has been promoted from one academic rank to another during the 1985-86 academic year and whose promotion is to become effective with the beginning of the 1986-87 academic year.

27.3. Completion of Degree

This Section applies to tenured/tenure-track employees.

a. In addition to the salary increases specified in Section 27.1. and 27.2., the Board will grant a salary increase of $95 per month, effective September 1, 1986, to each eligible employee: (1) who completes all requirements for her/his first terminal degree from an accredited graduate school during the period of September 1, 1985 to August 31, 1986; (2) who presents satisfactory evidence thereof to the appropriate University Vice President by November 1, 1986; and (3) who has not previously received a salary increase for completion of the degree.

b. In addition to the salary increases specified in Section 27.1. and 27.2., the Board will grant a salary increase of $95 per month, effective January 1, 1987, to each eligible employee: (1) who completes all requirements for her/his first terminal degree from an

accredited graduate school during the period of September 1, 1986 to December 31, 1986; (2) who presents satisfactory evidence thereof to the appropriate University Vice President by March 1, 1987; and (3) who has not previously received a salary increase for completion of the degree.

c. The terminal degrees for which the increases specified in paragraphs a. and b. above will be granted are the Doctoral degree, MFA degree or the MLS degree with an additional Master's degree. A degree in Fine Arts or Library Science from an accredited graduate school which is recognized by the granting institution and the major professional association in the relevant field or discipline as the academic equivalent of the MFA degree or MLS degree will be treated as the equivalent for the purpose of the increases specified in paragraphs a. and b. above.

d. The increase specified in paragraphs a. and b. above will also be granted to each employee who, during the specified period, completes all of the requirements for the MSW degree. A degree in social work from an accredited graduate school which is recognized by the granting institution and the major professional association in the field of social work as the academic equivalent of the MSW degree will be treated as the equivalent for the purposes of the increase specified in paragraphs a. and b. above.

e. The increases specified in paragraphs a. and b. above will also be granted to each teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980, and: (1) who at the beginning of the period specified in paragraphs a. and b. above has completed at least 30 semester hours, or the equivalent, of graduate study in an appropriate discipline and who during the period completes a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline in addition to the 30 hours or equivalent; or (2) who at the beginning of the period specified in paragraphs a. and b. above has a Master's degree from an accredited program in the discipline of her/his primary assignment or in a related discipline and who during the period completes 30 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree. The question of whether a Doctoral degree was offered in the United States as of September 1, 1980 shall be determined by reference to the College Blue Book, Volume 3, Degrees Offered by College and Subject. Any question concerning whether a Master's degree is in a related discipline or whether the 30 semester hours, or equivalent, are in (an) appropriate discipline(s) shall be determined by the appropriate University Vice President, whose acceptance shall not be unreasonably withheld.

f. The increases specified in paragraphs a. and b. above will also be granted to each eligible employee who, during one of the specified periods, completes all requirements for a second terminal degree or an additional graduate or professional degree from an accredited

graduate or professional school if the appropriate University Vice President has agreed in writing that the employee should undertake the degree program for the purpose of increasing her/his academic skills or to develop expertise in additional areas directly related to her/his professional assignment.

g. During the term of this salary agreement, the degrees specified in paragraphs c. and d. above will be recognized as terminal degrees only for purposes of the increase specified in paragraphs a. and b. above and for no other purpose.

27.4 Salary Minima

a. Subsections a., b., c., and d. apply to tenured/tenure-track employees.

b. Effective September 1, 1986, each University shall adjust the salary of an employee whose salary is less than the applicable minimum.

c. The procedure for making a minimum adjustment shall be as follows:

(1) If, after receipt of the basic increase specified in Section 27.1, above, an employee is eligible for a minimum adjustment regardless of any promotion or regardless of receipt of one of the degrees specified in Section 27.3. above, the employee shall receive the basic increase and minimum adjustment prior to application of any increase under Section 27.2. and 27.3. above.

(2) If an employee becomes eligible for a minimum adjustment as a result of her/his promotion or receipt of one of the degrees specified in Section 27.3. above, she/he shall receive her/his increases in the following order: Basic increase, promotion/degree increase, and, if still applicable after receipt of the basic increase and promotion/degree increase, the minimum adjustment.

d. The minimum salaries shall be as follows:

(1) A minimum salary of $2,095 per month shall be paid to an employee who, as of September 1, 1986, holds the rank of Instructor.

(2) A minimum salary of $2,220 per month shall be paid to an employee who, as of September 1, 1986, holds the rank of Instructor and has completed at least three years of service at the University.

(3) A minimum salary of $2,325 per month shall be paid to an employee who, as of September 1, 1986, meets one of the following conditions:

(a) holds the rank of Assistant Professor; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 30 semester hours, or the equivalent, toward a graduate degree; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses the combination of degrees and hours referred to in 27.3.e. above. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(4) A minimum salary of $2,485 per month shall be paid to an employee who, as of September 1, 1986, meets one of the following conditions:

(a) holds the rank of Assistant Professor and has been employed at the University for at least three years; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 30 semester hours, or the equivalent, toward a graduate degree and has been employed at the University for at least three years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses the combination of degrees and hours referred to in 27.3.e. above, and who has been employed at the University for at least three years. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(5) A minimum salary of $2,610 per month shall be paid to an employee who, as of September 1, 1986, meets one of the following conditions:

(a) holds the rank of Associate Professor; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 45 semester hours, or the equivalent, toward a graduate degree and has been employed at the University for at least six years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses one of the degrees referred to in 27.3.e. above plus at least 45 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree and has been employed at the University for at least six years. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(6) A minimum salary of $2,735 per month shall be paid to an employee who, as of September 1, 1986, meets one of the following conditions:

(a) holds the rank of Associate Professor and has been employed at the University for at least three years;

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 45 semester hours, or the equivalent, toward a graduate degree and has been employed at the University for at least nine years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses one of the degrees referred ot in 27.3.e. above plus at least 45 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree and has been employed at the University for at least nine years. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(7) A minimum salary of $2,925 per month shall be paid to an employee who, as of September 1, 1986, meets one of the following conditions:

(a) holds the rank of Professor; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 60 semester hours, or the equivalent, toward a Doctoral degree and has been employed at the University for at least 12 years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgement of the appropriate University Vice President, possesses one of the degrees referred to in 27.3.e. above plus at least 60 semester hours, or the equivalent, or graduate study in (an) appropriate discipline(S) beyond the Master's degree and has been employed at the University for at least 12 years. The Vice President's acceptance shall not be unreasonably withheld.

The degrees and hours listed above must be from an accredited institution.

(8) A minimum salary of $3,115 per month shall be paid to an employee who, as of September 1, 1986, meets one of the following conditions:

(a) holds the rank of Professor and has been employed at the University for at least three years; or

(b) possesses a Doctoral degree, an MFA degree, an MLS degree and an additional Master's degree, an MSW degree, or a Master's degree plus at least 60 semester hours, or the equivalent, toward a Doctoral degree and has been employed at the University for at least 15 years; or

(c) who is a teaching professional whose primary assignment at the University is to teach courses in an academic degree program of the University in which there was no Doctoral degree offered in the United States as of September 1, 1980 and who, in the judgment of the appropriate University Vice President, possesses one of the degrees referred to in 27.3.e. above plus at least 60 semester hours, or the equivalent, of graduate study in (an) appropriate discipline(s) beyond the Master's degree and has been employeed at the University for at least 15 years. The Vice President's acceptance shall not be unreasonably withheld.

(d) At Governors State University, the period of employment required in (b) and (c) above shall be at least 14 years as of September 1, 1986.

The degrees and hours listed above must be from an accredited institution.

(9) A minimum salary of $3,310 per month shall be paid to an employee who, as of September 1, 1986, meets one of the following conditions:

(a) has held the rank of Professor at the University for at least three years and has been employed at the University for at least 15 years; or

(b) at Governors State University only, holds the rank of University Professor, has been employed at the University for at least 15 years, and has possessed the appropriate terminal degree for at least three years.

e. Salary Minima for Teaching Professionals and Resource Professionals on Temporary Appointments

If, after receipt of the basic increase specified in Section 27.1. above, a temporary employee is eligible for a minimum adjustment, the employee shall receive the basic increase and then the minimum adjustment. The minimum salary shall be as follows:

(1) A minimum salary of $1,375 per month shall be paid to a full-time employee on a temporary appointment who, as of September 1, 1986, possesses a bachelor's degree.

(2) A minimum salary of $1,535 per month shall be paid to a full-time employee on a temporary appointment who, as of September 1, 1986, possesses a master's degree.

(3) A minimum salary of $1,640 per month shall be paid to a full-time employee on a temporary appointment who, as of September 1, 1986, possesses a master's degree plus at least 30 semester hours, or the equivalent, toward an advanced degree.

(4) A minimum salary of $1,800 per month shall be paid to a full-time employee on a temporary appointment who, as of September 1, 1986, possesses a terminal degree.

These minimum salaries shall apply pro rata to employees on temporary appointments less than full-time.

27.4.f. Salary Minima for Academic Support Professionals

If, after receipt of the basic increase specified in Section 27.1. above, an academic support professional is eligible for a minimum adjustment, the employee shall receive the basic increase and minimum adjustment prior to application of any merit increase under Section 27.5.b.

(1) Academic support professionals who, as of July 1, 1986, hold a bachelor degree as their highest earned degree or serve in a position designated by the appropriate University Vice

President as a position requiring the Bachelor's degree or its equivalent; and

(a) are in their first through third years of service at the University, shall receive a monthly salary of no less than $1400.

(b) are in their fourth through sixth year of service at the University, shall receive a monthly salary of no less than $1525.

(c) are in their seventh through ninth year of service at the University, shall receive a monthly salary of no less than $1650.

(d) are in their tenth or subsequent year of service at the University, shall receive a monthly salary of no less than $1775.

(2) Academic support professionals who, as of July 1, 1986, hold a Master's degree as their highest earned degree and serve in a position designated by the appropriate University Vice President as a position requiring the Master's degree or its equivalent; and

(a) are in their first through third year of service at the University, shall receive a monthly salary of no less than $1500.

(b) are in their fourth through sixth year of service at the University, shall receive a monthly salary of no less than $1625.

(c) are in their seventh through ninth year of service at the University, shall receive a monthly salary of no less than $1750.

(d) are in their tenth or subsequent year of service at the University, shall receive a monthly salary of no less than $1875.

(3) Academic support professionals who, as of July 1, 1986, hold a terminal degree as their highest earned degree and serve in a position designated by the appropriate University Vice President as a position requiring the terminal degree or its equivalent; and

(a) are in their first through third year of service at the University, shall receive a monthly salary of no less than $1600.

(b) are in their fourth through sixth year of service at the University, shall receive a monthly salary of no less than $1725.

(c) are in their seventh through ninth year of service at the University, shall receive a monthly salary of no less $1850.

(d) are in their tenth or subsequent year of service at the University, shall receive a monthly salary of no less than $1975.

27.6 a. Faculty Excellence Awards

This subsection shall apply to tenured/tenure-track employees.

Each year Faculty Excellence Awards, recognizing outstanding achievement in the areas of teaching/performance of primary duties, research/creative activity, and service will be awarded to tenured/tenure-track faculty. The dollar amount to be used for these awards shall be generated at each University on the basis of a formula of one award of $500 for each 10 employees eligible for the salary increase specified in Section 27.1. The maximum award to an individual shall be $1,000. Awards shall be of equal dollar amounts at a given University.

Recipients of Faculty Excellence Awards shall be determined by the following process:

(1) By November 15, 1986, each University President shall request of the Faculty Senate, the University curriculum committee, and the Union recommendations of faculty to serve on the Faculty Excellence Awards Committee. From these recommendations and by December 15, the University President shall appoint seven faculty members who are members of the bargaining unit. The President's selection shall guarantee proportional representation among teaching and resource professionals, and among the Colleges/Schools at the University. The President shall inform the committee of the number and amount of awards available.

(2) By February 1, 1987, the committee shall develop procedures for the nomination of eligible employees and the process by which they will make their award recommendations. This information along with the number and dollar amount of awards available will be distributed to all employees by February 15.

(3) All committee recommendations will be forwarded to the President by April 15, 1987.

(4) After a review of the committee's recommendations, the President shall determine which nominees will receive Faculty Excellence Awards. The President's decision shall not be subject to Article 17, Grievance Procedure.

(5) Notice of receipt of a Faculty Excellence Award shall be placed in the employee's personnel file.

(6) Faculty Excellence Awards are in recognition of achievement

during an academic year. Therefore, they are not awarded on a recurring basis.

b. Academic Support Professional Merit Increases

This Subsection shall apply to academic support professionals.

(1) At each University an amount of money equal to one half of one percent of the combined monthly salary base of the academic support professional members of the bargaining unit at that University shall be awarded to the academic support professional members of the bargaining unit as merit increases.

(2) No later than October 1, 1986, supervisors shall make merit recommendations based on the evaluations completed in the spring of 1986. These recommendations shall be forwarded through the appropriate Dean/Director, and/or University Vice President, as applicable. to the President.

(3) The President shall determine the number of increases, the amount of the increases, and the academic support professionals who are to receive them. By no later than November 1, 1986, the employees who are to receive these increases shall be notified, and a copy of the notice of the increase from the President shall be placed in the employee's personnel file. By no later than November 1, 1986, the Union chapter president shall receive the names of employees receiving the increase and the amount of the increase.

(4) These increases shall take effect no later than December 1, 1986, retroactive to July 1, 1986. These increases shall be recurring.

7.6 General Eligibility

a. In addition to any special conditions provided in Sections 27.1., 27.2., 27.3., 27.5., and 27.11. of this Article regarding eligibility for the salary increases specified in such sections, and except as provided in paragraph b. below, an employee of a University shall be eligible for the salary increases specified in Sections 27.1., 27.2., 27.3., 27.5., and 27.11. only if she/he is employed in a position in the bargaining unit as of the date of the ratification of this Agreement by the Board and the Union or September 1, 1986, whichever is later, and one of the following additional conditions:

(1) was employed in a position described in Appendix A at the same University for at least one academic term during the 1985-86 academic year, or

(2) is an academic support professional who was employed prior to March 1, 1986 in either a position described in Appendix B or in a position which has been newly classified as a bargaining unit position effective in fiscal year 1987, or

(3) is a temporary teaching or resource professional employed in a position described in Appendix B, or

(4) is returning to a previously held bargaining unit position following employment in a permanent full-time position at the same university for at least one academic term during the 1985-86 academic year.

b. An employee shall not be eligible for the salary increases specified in Sections 27.1., 27.2., 27.3., 27.5., and 27.11. of this Article if prior to her/his employment in a position in the bargaining unit the employee has received a salary increase from a University for FY1987. An employee shall not be eligible for the salary increases specified in Sections 27.2. or 27.3 of this Article if prior to her/his employment in a position in the bargaining unit the employee has received a salary increase from a University for FY1987 for a promotion in academic rank or for completion of a degree.

27.7. Initial Appointment

This Section applies to all employees.

A person who receives an initial appointment to a position in the bargaining unit for or during the 1985-86 academic year at a University shall be appointed at a salary at least equal to the applicable minimum salary for her/his qualifications specified in Sections 27.4. above.

27.8. Summer Session Salaries

This Section applies to tenured/tenure-track and temporary teaching and resource professionals.

A summer session assignment shall be compensated on the basis of the employee's salary for the immediately preceding academic year. An employee shall receive one month's salary for an assignment of three credit units and two month's salary for an assignment of six credit units. Assignments of other than three or six credit units but no more than six credit units shall be compensated on a pro rata basis. Assignments in excess of six credit units shall be compensated in accordance with Section 27.13.

27.9. Grant/Contract Salaries

This section applies to all employees.

If an employee is performing work on an externally funded grant or contract, and if the work has been excluded from her/his assigned obligation by the appropriate University Vice President, the employee's compensation for such work shall be no more than 30 percent of the salary which she/he will receive from the University during the term of the grant or contract, except that, during any month in which an employee is receiving less than her/his basis salary, her/his total compensation for all work shall be no more than 130 percent of her/his basic monthly salary. This section

shall not apply to grant or contract work performed during sabbatical leave.

27.10. Counteroffer

This Section applies to tenured/tenure-track employees and academic support professionals.

a. A University President may grant a salary increase to retain an employee who has received a bonafide written offer of other employment which the University President has verified with an appropriate official. The employee's monthly salary following the granting of an increase under this paragraph shall not exceed the amount of the monthly starting salary offered to the employee by the other employer.

b. The effective date of the increase provided in paragraph a. above shall be no sooner than the first day of the academic term which immediately succeeds the grant by the President.

c. An employee shall not be eligible to receive a salary increase under paragraph a. above until her/his third year of full-time employment at a University. An employee who receives an increase under paragraph a. above will not be eligible to receive another such increase until the third year after the increase.

d. An employee who receives an increase under paragraph a. above shall be eligible for the increases specified in Sections 27.2., 27.3., 27.4., and 27.5. if the employee is otherwise eligible for the increase under the terms of the Section and under the terms of Section 27.6. An employee who receives an increase under paragraph a. above shall not be eligible for the increase specified in Section 27.11.

e. An employee who receives an increase under paragraph a. above shall be eligible to receive the difference between the increase under paragraph a. above and the increase specified in Section 27.1. if: (1) the increase under paragraph a. above is less than the increase specified in Section 27.1.; and (2) the employee is otherwise eligible for the increase specified in Section 27.1. under the terms of Section 27.6.

f. Each employee who is granted a salary increase under paragraph a. above shall agree to serve at a University for at least one academic year subsequent to the academic year in which the increase is granted and shall give a judgment note to the Board of Governors for the amount of the increase, said judgment note to be cancelled at the end of the required period of service or at the death or permanent disability of the employee.

g. Within 30 days after the granting of an increase under paragraph a. above a report shall be submitted to the Union President and the Board's Chancellor. The report shall contain the name of the employee granted such an increase, a copy of the offer received by the employee and the amount of the increase.

h. The grant of or failure to grant an increase under paragraph a. above shall not be subject to the grievance procedure specified in Article 17. The Union may file a grievance concerning any other aspect of Section 27.10. The grievance must be filed within the time limit for filing a grievance specified in Section 17.9.b.

27.11. Tenured Faculty Service Increase

In addition to the salary increases specified in Sections 27.1., 27.2., 27.3., and 27.4., the Board will grant each tenured employee the following increases, as applicable:

(1) An employee who holds the rank of Assistant Professor shall receive a monthly salary increase equal to her/his years of service at the University (to a maximum of 20 years) multiplied by 1.0.

(2) An employee who holds the rank of Associate Professor shall receive a monthly salary increase equal to her/his years of service at the University (to a maximum of 20 years) multiplied by 1.5.

(3) An employee who holds the rank of Professor, or of University Professor at Governors State University, shall receive a monthly salary increase equal to her/his years of service at the University (to a maximum of 20 years) multiplied by 2.

27.12. Transfer and Reassignment Adjustments

a. The salary of an academic support professional who assumes a position with expanded responsibilities may be increased to a level comparable to the salaries of other employees with comparable responsibilities.

b. The salary of a teaching professional or a resource professional who assumes a position with a different title and with expanded responsibilities preponderantly outside of her/his department may be increased to a level comparable to the salaries of other employees with comparable titles and a comparable level of responsibilities.

c. The salary of a teaching professional or a resource professional who is transferred, pursuant to Article 12, from one department or unit of the University to another may be increased to a level comparable to the salaries of other employees with similar qualifications and experience in the receiving department.

d. Within 30 days after the granting of an increase under this Section, the Union President and the Board's Chancellor shall be notified of the name of the employee granted the increase, the reason for the increase, and the amount of the increase.

27.13. Overload

A teaching professional or a resource professional who is assigned duties in excess of the top of the relevant credit unit range specified in Sections 6.3.a. and 6.3.b., or in excess of six credit units in a summer session, shall be compensated for excess units at the rate of $400 per credit unit.

ARTICLE 28

DURATION AND IMPLEMENTATION

28.1. Duration

Unless otherwise specified, the terms of this Agreement shall become effective upon execution of this Agreement by the Board and the Union and shall remain in effect through August 31, 1988. Renegotiation of Article 27 shall be requested by either party giving written notice to the other at least 90 days prior to August 31, 1987. If the Board and Union fail to renegotiate an agreement concerning Article 27 prior to August 31, 1987, they may agree in writing to extend Article 27.

28.2. Implementation

The economic terms of this Agreement shall not be implemented until the amount required therefor is appropriated and made available to the Board for expenditure for such purposes. If less than the amount needed to implement the Agreement is appropriated and made available to the Board for expenditure, the Board and Union shall meet and negotiate regarding allocation of the amount appropriated.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives, have executed this Agreement on September 29, 1986.

BOARD OF GOVERNORS OF STATE COLLEGES AND UNIVERSITIES UPI, LOCAL 4100

Chairwoman

Chancellor

Assistant Vice Chancellor for Academic Employee Relations

BOARD OF GOVERNORS COUNCIL,

Chief Negotiator

President

BEST COPY AVAILABLE